

FAROEX LTD.

FROM: December 16, 2020

TO: December 15, 2023

President's Message



Dear Member,

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,
President UFCW Local 832



FAROEX LTD.

Table of Contents

	<u>ARTICLE</u>	<u>PAGE</u>
Adjustment of Grievances	29	34
Appendices and Letters of Understanding	39	39
Arbitration	30	35
Bereavement Leave	21.06	21
Bulletin Boards	31	36
Changes in Collective Agreement	40.02	39
Classifications and Wage Scales	Appendix B-1.01	45
Compassionate Care Leave	21.10	24
Consecutive Hours of Work	7.02	7
Convention/Conference/Education Leave	21.03	20
Court's Decision	27	33
Deduction of Union Dues	5	4
Definitions	2	2
Demotion, Definition of	2.07	3
Discipline/Discharge	28	33
Emergency Situations	21.11	24
Exhibit One	Form	48
Expiration and Renewal	40	39
Family Responsibility Leave	21.09	24
Full-time Employee, Definition of	2.02	3
General Holidays	10	10
Harassment/Abuse	34	37
Health and Welfare Benefits Referral	32	37
Health and Welfare Benefits	Appendix A	41
Hours of Work	7	6
Job Posting	23	28
Jury Duty/Selection/Witness Leave	21.05	21
Lay-off, Definition of	2.08	3
Lead Hand	Appendix B-1.02	46
Leave Authorization	21.08	24
Leaves of Absence	21	20
Long Service Premium	Appendix B-1.04	47
Management Rights	15	15
Masculine or Feminine Gender	2.04	3
Maternity Leave/Parental Leave	21.07	22
Meal and Rest Periods	8	8
Minimum Shift	11	11
Nature of the Bargaining Unit	1	1
Negotiations Leave	21.04	21

No Contracting Out	3	4
Notice of Lay-off/Closure/Severance Pay	16	16
Notice of Renewal	40.03	39
Overtime	9	9
Paid Sick Leave Benefits	Appendix A-2	42
Parking/Plug-Ins	37	38
Part-time Employee, Definition of	2.03	3
Past Practices/Benefits	38	39
Payment for Meeting Attendance	17	17
Personal Leave	21.01	20
Plural and Singular, Definition of	2.05	3
Premium Pays	13	12
Prescription Drug Card	Appendix A-1.05	42
Probationary Period	6	5
Promotion, Definition of	2.06	3
Registered Retirement Savings Plan	Appendix A-1.03	41
Relieving Rates/Temporary Assignments	12	11
Safety and Health	25	30
Seniority	22	25
Shift Premiums	13.01	12
Shop Stewards	20	19
Strikes and Lockouts	18	17
Technological Change	24	29
Time Clock	7.06	7
Transportation Costs	36	38
Uniforms/Protective Clothing/Equipment	35	37
Union Leave	21.02	20
Union Representative's Visits	19	18
Union Shop	4	4
Vacations	14	12
Vision Care Plan	Appendix A-1.04	42
Wage Referral/New Classifications/Pay Days	26	32
Wages	Appendix B	45
Work Schedules	7.05	7
Work Week/Full-time Employees	7.01	6
Work Week/One (1) General Holiday	7.03	7
Work Week/Two (2) General Holidays	7.04	7
Workers Compensation Benefits	33	37

Expiry Date: December 15, 2023

AGREEMENT BETWEEN:

FAROEX LTD. a body corporate carrying on business in the Province of Manitoba, hereinafter referred to as the “Employer”

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 Employer and the Union desire to cooperate in establishing and maintaining conditions which shall promote the efficient and productive operation of the Employer, improve quality, eliminate waste and unnecessary expense and avoidable delays in production, maintaining harmonious relations between the Employer and the employees covered by this Collective Agreement, to provide methods for a fair and amicable adjustment of disputes which may arise between them and to promote an efficient operation,

NOW, THEREFORE, the Union and the Employer mutually agree as follows:

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Faroex Ltd., in the Province of Manitoba, save and except sales personnel, maintenance personnel, office staff, Managers, those above the rank of Manager, and those excluded by the Act.

1.02 The Union and the employees recognize and agree that in order to provide maximum opportunities for continued employment and in order to continue to provide good wages and working conditions, the Employer must always be in a strong competitive market position. This means that the Employer must always provide the highest quality products and services at the lowest possible cost. Therefore, the Union and the employees also acknowledge that at all times, subject to the express terms of this Collective Agreement, the Employer must be able to improve the quality of

workmanship, products and services, eliminate waste of materials, supplies, equipment and facilities and do such other things as may be reasonably required to promote efficient and productive operations.

Persons excluded from the bargaining unit shall not perform duties that are normally performed by members of the bargaining unit except where the work is:

- (a) for the purpose of instruction;
- (b) for the purpose of coping with an emergency;
- (c) when regular employees are not readily available;
- (d) making adjustments and/or repair to equipment or machinery;
- (e) research work or work of an experimental nature involving the development of new processes and new products; and
- (f) temporarily assisting the remaining employees in meeting production quotas.

While bargaining unit employees are actively on layoff, the Employer agrees to meet with the Union to review what work is being done by persons excluded from the bargaining unit to ensure that such work being performed is not contributing to the ongoing layoff of employees.

1.03 The Union and its representatives/members will not use Faroex's fax machine, photocopiers, electronic media or telephones (not including the telephone in the lunchroom) to improperly communicate information to a party outside of Faroex without Faroex's express written consent on a per incident basis.

Where the Union reports on an issue relating to Faroex on their website, it is agreed that such article shall remain for a period of up to six (6) months at which time it will then be removed.

No bargaining unit member shall remove and/or photocopy any document that has been placed by the Employer on the Employer's Bulletin Board.

ARTICLE 2 DEFINITIONS

2.01 Without exception, the following terms and definitions of terms are the sole and complete definitions as they apply to this Collective Bargaining Agreement.

2.02 **Full-time Employee**

A full-time employee shall be a person who has successfully completed their probationary period and who is scheduled to work not less than forty (40) hours per week.

2.03 **Part-time Employee**

A part-time employee shall be a person who has successfully completed their probationary period and who may be scheduled to work and be paid less than forty (40) hours per calendar week.

2.04 **Masculine or Feminine Gender**

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

2.05 **Plural and Singular**

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

2.06 **Promotion**

A promotion shall mean the transfer of an employee to a higher level position of more responsibility as well as salary.

2.07 **Demotion**

Demotion shall mean the transfer of an employee to a lower level position of less responsibility as well as salary.

2.08 **Lay-off**

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

2.09 The word "employee" wherever used in this Collective Agreement shall mean both full-time and part-time as defined in Articles 2.01 and 2.02 except where the Collective Agreement makes specific reference to a full-time or part-time employee.

ARTICLE 3 NO CONTRACTING OUT

3.01 The Employer shall not contract out any work where such work related to its proprietary products (livestock equipment products) is currently being performed by members of the bargaining unit.

Prior to the contracting out of any work, the Employer agrees to meet with the Union to discuss and consider options available to minimize or eliminate any negative effects to the affected employees.

ARTICLE 4 UNION SHOP

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

Should any portion of this transfer of information by the Employer be reasonably believed by either parties legal counsel to be in violation of any applicable Federal or Provincial Laws, the parties will meet to discuss and amend this article, where necessary so it is consistent with the requirement of those laws.

4.02 The Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee his or her responsibility in regard to the payment of Union dues and initiation fees.

4.03 The Employer shall **e-mail** Exhibit One, as attached to this Collective Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing.

ARTICLE 5 DEDUCTION OF UNION DUES

5.01 The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union via direct deposit within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied

by a four (4) or five (5) week or monthly electronic Excel statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the statement, with the name change of employees.

5.02 Each year the Employer shall calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T-4 slip of each employee by no later than February 28th.

5.03 The Union shall advise the Employer in writing of the amount of Union dues, initiation fees and assessments to be deducted from the wages of employees and shall notify the Employer in writing of any change in such amounts to be deducted at least thirty (30) calendar days in advance of the end of the pay period in which the deductions are to be made.

5.04 The Union agrees to indemnify and save harmless the Employer against any and all claims, demands, actions, proceedings and any other form of liability arising out of or in respect of deductions made by the Employer from the wages of any employee pursuant to the provisions of this Article 5, except where the Employer has failed to make deductions in accordance with the foregoing.

ARTICLE 6 PROBATIONARY PERIOD

- 6.01 (a) A newly hired employee shall be on probation for **520 working hours from** his most recent date of hire. The Employer may discharge an employee at any time during his probationary period and neither the employee nor the Union on his behalf shall have any recourse to the grievance procedure set forth in this Collective Agreement. The discharge of a probationary employee shall be deemed to have been for just cause.
- (b) Upon completion of the probationary period, an employee's seniority shall be established and shall be effective from the most recent date of hire.
- (c) The Employer will not impose any extension of the probationary period without the consent of the Union.
- (d) All employees working at Faroex must be able to accurately read a tape measure as part of their job function, and will be subject to a tape measure skills test that demonstrates their ability to accurately read a tape measure. A minimum pass mark of ninety-five (95%) percent is required. The content of the test as well as the number of times a probationary employee may be tested is at the sole

discretion of the Employer, and all such testing shall be on paid time. During an employee's probationary period, the Employer may choose to retest the employee, provide further training, reassign, or terminate the employee, none of which shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 7 HOURS OF WORK

7.01 Work Week / Full-time Employees

The Operational work week consists of twenty-four (24) hours per day commencing from 12:00 a.m. on the Monday to 11:59 p.m. on the following Sunday. Except as agreed otherwise by the Union and the Employer the work week for full-time employees shall be forty (40) hours to be worked in five (5) consecutive shifts of eight (8) hours per day.

Subject to operational requirements, employees in Pultrusion, IMD, or Finishing may be scheduled twelve (12) hour shifts to be worked as follows:

Two (2) days at work; two (2) days off; three (3) days at work; two (2) days off; two (2) days on; three (3) days off; two (2) days on; two (2) days off; three (3) days on; two (2) days off; two (2) days on; three (3) days off, all in a four (4) week period.

At the end of the two (2) week period, the employees who worked said shifts shall be paid time and one half for all hours worked in excess of eighty (80) hours. (Time and one-half for the last four hours).

In the event that business requirements or orders no longer necessitate twelve (12) hour shifts, the employees who were working the twelve (12) hour shifts shall be returned to five (5) eight (8) hour days in a work week.

Prior to returning to an eight (8) hour day, the employer shall post the shifts, identifying the number, classification and type of employee required on each shift. The shifts shall be awarded in accordance with Article 22.04. If there is not a sufficient number of employees to fill out the shifts, the Employer shall assign the shifts in reverse order of seniority, in accordance with Article 22.04.

Nothing in this Agreement shall prevent the Employer from scheduling new employees on the day shift for a period not exceeding sixty (60) calendar days. The Employer reserves the right to schedule employees outside of their seniority standing onto the day shift where necessary in the case of training/instruction, to accommodate an employee's temporary request due to unusual circumstances, or to alleviate an immediate and identifiable problem situation. In each of these

circumstances, the Union, upon request, shall be provided with the specific details and the length of the temporary assignment which shall not be longer than two (2) calendar weeks.

The Employer agrees when scheduling new employee(s) on the day shift as indicated above, to place the new employee in a position occupied by the most junior employee on the shift that occupies the job being filled and by reverse order of seniority if more than one (1) employee is hired.

7.02 **Consecutive Hours of Work**

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

7.03 **Work Week / One (1) General Holiday**

In a week in which one (1) general holiday occurs, the basic work week for full-time employees shall be thirty-two (32) hours.

7.04 **Work Week / Two (2) General Holidays**

In a week in which two (2) general holidays occur, the basic work week for full-time employees shall be twenty-four (24) hours.

7.05 **Work Schedules**

The Department Manager shall post a work schedule for all employees. Said schedule shall include the starting and quitting times of each shift that is to be worked by employees in the bargaining unit. Changes in an employee's schedule will be posted one (1) week in advance noting the starting and quitting times. All employee schedules may be changed without notice in the event of emergencies such as a snowstorm, breakdown of machinery, or other instances of force majeure. In all other cases at least forty-eight (48) hours' notice of change must be given, or four (4) hours' additional pay at the employee's appropriate hourly rate of pay must be paid in lieu of such notice.

7.06 **Time Clock**

The Employer shall provide a **digital time card** to employees to record their time **by digitally punching in and out** for payroll purposes. Employees shall **digitally punch in** at the time they start and finish work and the time they commence and return from meal periods. Employees **can access and** review their **digital time on the Employer's employee-use computer during break times or before or after their scheduled shifts.**

Employees recording any information on any **digital time** card other than their own shall be subject to disciplinary action.

7.07 Regular and/or overtime hours of work will be paid in fifteen (15) minute segments or major portions thereof.

7.08 All employees must receive ten (10) hours between their shifts, unless a shorter period of time is mutually agreeable between the company and the employee. In the event the employer can not provide ten (10) hours off between shifts, all hours worked on the second shift shall be paid at time and one-half.

ARTICLE 8 MEAL AND REST PERIODS

8.01 The shift schedules for production shall be as follows:

Day Shift:	8:00 a.m. to 4:20 p.m.
Evening Shift:	4:00 p.m. to 12:20 a.m.
Night Shift:	12:00 midnight to 8:20 a.m.

It is the intent of this scheduling pattern to require employees to be designated a shift of eight (8) hours in duration for which they shall receive eight (8) hours' pay. Rest periods shall be two (2) fifteen (15) minute rest periods with pay and one (1) twenty (20) minute, rest period without pay.

Employees working twelve (12) hour shifts as indicated in Section 7.01 above shall be scheduled as follows:

Day Shift:	8:00 a.m. to 8:00 p.m.
Evening Shift:	8:00 p.m. to 8:00 a.m.

Employees working a twelve (12) hour shift shall receive five (5) fifteen (15) minute rest periods with pay.

The work week for employees working a twelve (12) hour shift shall commence on the Saturday at 8:00 p.m. and end on the following Saturday at 7:59 p.m.

8.02 Employees who are required to work overtime on the completion of their eight (8) hour shift shall receive an uninterrupted fifteen (15) minute rest period with pay at the conclusion of the first hour of overtime worked, and shall receive an additional uninterrupted fifteen (15) minute rest period with pay for each additional (2) hours of overtime worked.

ARTICLE 9 OVERTIME

9.01 All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week shall be paid for at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. All overtime worked in excess of sixteen hours (16) in a four (4) week period will be paid at double time (2X). Effective December 16, 2011 and on the anniversary of the contract each year, the Employer will post the four (4) week blocks for overtime purposes for the year.

9.02 All employees working on general holidays as designated in Article 10 of this Collective Agreement shall be paid the regular hourly rate of pay they would have received had they not worked plus an additional time and one-half (1 ½) said hourly rate of pay for all such time worked.

9.03 Overtime shall be by mutual agreement between the employees and the Employer, with the most senior employee on the shift who has the skill and ability to do the normal functions of the job being requested first and thereafter in decreasing order of seniority if he or she wishes to work the overtime. If there are insufficient volunteers available to do the required work, the Employer will assign the overtime on a reverse seniority basis commencing with the most junior employee who has the skill and ability to perform the normal functions of the job being requested.

9.04 For the purposes of computing overtime, any employee who is off on union leave, bereavement leave or any other paid leave shall have this time off credited and considered to be time worked for the purposes of determining when overtime is to be calculated.

9.05 Equivalent paid compensatory time off shall, at the option of the employee, be given in lieu of overtime pay up to a maximum of forty (40) hours of overtime (60 hours off with pay in lieu of overtime) to be taken at a time mutually agreed upon between the employee and the Employer. Requests for banked time off will not be unreasonably denied and can be taken in increments of up to forty (40) hours or one (1) week off. (Example: If an employee works one hour of overtime, such employee may choose to be paid the one and one half hours of overtime pay in that pay period or may choose to bank one and one half hours to be taken and paid at their regular rate of pay at a mutually agreed upon time.) **Employees may use overtime time for up to a maximum of three (3) additional sick days provided they have the equivalent time in lieu.**

Employees shall be allowed to accumulate such compensatory time off to be used in the calendar year it has been accrued or it shall be paid out in the first payroll in December in that year.

9.06 In no event shall overtime be duplicated, compounded or pyramided.

ARTICLE 10 GENERAL HOLIDAYS

10.01 The following days shall be recognized and considered as paid general holidays:

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

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

10.02 Payment for general holiday entitlements shall be determined pursuant to the provisions of The Employment Standards Code and/or any other applicable legislation.

10.03 (a) If a general holiday occurs during an employee's vacation, the employee at his or her discretion, shall take either an extra day's vacation with pay or an extra day's pay.

(b) If a general holiday occurs during an employee's vacation, which falls within the annual summer shut-down, the employee at his or her discretion, shall take either an extra day's vacation with pay, at a time to be mutually agreed to between the employee and the Employer, or an extra day's pay.

10.04 When a general holiday falls on a day when the Employer's operation is normally closed, either the working day before or after shall be declared as the general holiday for which employees shall then receive time off with pay as referred to in this general holiday pay article.

10.05 All full-time employees shall receive eight (8) hours' pay at their regular hourly rate of pay for each general holiday.

10.06 All part-time employees shall receive general holiday pay in an amount equal to one-fifth (1/5) of the average weekly hours that were paid to the employee during the four (4) complete calendar weeks immediately prior to the week in which the general holiday occurs.

ARTICLE 11 MINIMUM SHIFT

11.01 No employee shall be scheduled or called in to work for less than four (4) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for a minimum of four (4) hours at his or her hourly rate of pay.

ARTICLE 12 RELIEVING RATES / TEMPORARY ASSIGNMENTS

12.01 Any employee who relieves a person outside of the scope of this Collective Agreement or any employee who performs work in a classification that is outside the scope of this Collective Agreement shall receive the rate of pay equivalent to that earned by the individual they are relieving for each such shift worked, providing that no employee shall suffer a reduction in pay as a result of relieving a person outside of the scope.

12.02 Any employee who is temporarily assigned to work in a higher paying classification shall receive the higher rate of pay for all time so employed in that classification, providing the employee has worked a minimum of one (1) hour in the higher paying classification in any one (1) shift.

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

12.04 The Employer and the Union agree that it is desirable to have employees operating only one (1) machine at a time. In situations such as coffee breaks and lunch breaks, the employees shall not be required to operate more than two (2) machines at one time.

 With the exception of the two (2) small pultrusions machines, the Employer agrees not to require employees to operate more than one machine, except where an employee is absent beyond the control of the Employer.

12.05 The Employer shall provide all employees with adequate training for the jobs that they are assigned to perform. Opportunities for cross training shall be offered to employees on the basis of seniority, skill, and ability.

ARTICLE 13 PREMIUM PAYS

13.01 **Shift Premiums**

- (a) Any employee who is required to work on the Employer designated evening shift shall receive an evening shift premium in addition to his hourly rate of pay in the amount of **one dollar (\$1.00)** per hour for all hours worked on the evening shift.
- (b) Any employee who is required to work on the Employer designated night shift shall receive a night shift premium in addition to his hourly rate of pay in the amount of one dollar and **twenty-five cents (\$1.25)** per hour for all hours worked on the night shift.
- (c) The evening and night shift premium pay shall not be added to any employee's hourly rate of pay for the purpose of computing overtime **but will be included in Company scheduled training.**

ARTICLE 14 VACATIONS

14.01 Each year's vacation requirement for any full-time employee to qualify for the respective entitlements of vacation with full pay, as set forth below, are that they have attendance equal to or exceeding 95% of the regular full-time hours (1976 hours or greater, which is 95% of 2080 hours) for the subject year excluding:

- (a) The period of the employee's vacation;
- (b) Statutory holidays;
- (c) Employer Shutdowns;
- (d) In addition to (a), (b), (c) above the aggregate of periods where absence from work may occur without limiting the respective vacation benefit with full pay are not to exceed fifteen (15) working days in all, comprising:
 - (i) time during which the employee has been authorized by the Employer to be absent from work;
 - (ii) time in respect of which the employee files with the Employer a certificate, signed by a duly qualified medical practitioner, establishing that the employee was unfit to work during all of that time of absence, by reason of the employee's illness or injury.

All unauthorized leaves of absences and absences in addition to fifteen (15) days as outlined in (ii) above will be properly formulated into the threshold test of 95% of regular full-time hours to determine whether an employee receives full vacation entitlement or a pro-rated percentage amount.

Where a full-time employee does not qualify for a vacation entitlement with full pay outlined above, the employee shall receive vacation pay calculated at the rate of two (2%) percent of the employee's total regular earnings for each week of vacation entitlement for which no vacation allowance has been paid.

In situations where after June 30th it is determined, that an employee is entitled to additional vacation pay, then such vacation pay shall be paid out by December 31st of that year.

14.02 Full-time employees who have been in the employ of the Employer for twelve (12) consecutive months prior to June 30th shall receive a two (2) week vacation at their regular rate of pay.

14.03 Full-time employees who, on June 30th of each year, have five (5) years of continuous service but less than ten (10) years of continuous service with the Employer since their most recent date of hire, shall receive three (3) weeks' vacation with pay at their regular hourly rate of pay.

14.04 Full-time employees who, on June 30th of each year, have ten (10) years of continuous service but less than twenty (20) years of continuous service with the Employer since their most recent date of hire, shall receive four (4) weeks' vacation with pay at their regular rate of pay.

14.05 Full-time employees who, on June 30th of each year, have twenty (20) years or more of continuous service with the Employer since their most recent date of hire, shall receive five (5) weeks' vacation with pay at their regular hourly rate of pay.

14.06 Employees entitled to two (2), three (3), four (4), or five (5) weeks' vacation and who leave their employment, or whose employment is terminated, shall receive a vacation allowance in an amount equal to four (4%) percent, six (6%) percent, eight (8%) percent, or ten (10%) percent, as the case may be, of their regular wages earned during the period of employment for which no vacation allowance has been paid.

14.07 Subject to operational requirements, seniority shall be the governing factor in the choice of vacation.

14.08 Nothing in this article shall prevent the Employer from implementing a plant shut down in lieu of scheduled vacation times. Employees with three (3) or more weeks of vacation may be required to take one (1) week of their vacation during the vacation year during plant shut downs. Employees with four (4) or more weeks of

vacation may be required to take two (2) weeks of their vacation during the summer plant shut down, if the summer plant shut down is two (2) weeks or greater.

14.09 Employees shall be entitled to take their vacations consecutively unless they wish to have their vacation entitlements broken up.

14.10 The Employer shall post a vacation planner containing each employee's number of weeks of vacation entitlement by March 1st of each year so as to enable employees to write in their preferred vacation time. Employees shall have until March 31st of each year to write in their preferred vacation time. On April 30th of each year the Employer shall post a finalized vacation schedule which cannot be changed except as required pursuant to Article 14.08. Employees who wish to take their vacations prior to March 1st shall be entitled to do so and in such event must notify the Employer in advance of all such time off required.

Vacations must be taken in the applicable vacation year and may not be carried forward into the next vacation year. Any vacation entitlement that remains unscheduled from the previous year as of May 1st of the following vacation year will be scheduled by the Employer to be taken at a time determined by the Employer.

14.11 A full-time employee who becomes confined to his or her home or in the hospital due to an illness and/or injury that occurs while they are on vacation may file a claim for paid sick leave and/or weekly indemnity benefits (or similar benefits) and the balance of the employee's vacation shall then be rescheduled following their return to work.

14.12 Upon written request of the employee, vacation pay shall be paid to full-time employees no later than one (1) calendar week immediately preceding the beginning of the employee's vacation.

14.13 Part-time employees shall receive a vacation pay allowance each year based on their previous year's total gross earnings paid to them during the period of January 1st to December 31st inclusive. Entitlements shall be based on years of continuous service with the Employer as of December 31st of each year as outlined below:

<u>Employment</u>	<u>Entitlement</u>
(a) less than five (5) years of continuous employment since date of last hire	four (4%) of total gross earnings

- (b) five (5) years or more but less than fifteen (15) years of continuous employment since date of last hire six (6%) of total gross earnings
- (c) fifteen (15) years more continuous employment since date of last hire eight (8%) of total gross earnings

14.14 Upon written request of the employee, the Employer shall grant time off for vacation purposes without pay to part-time employees based on the full-time employees' schedule of vacation entitlements.

14.15 Vacation pay for part-time employees shall be paid during the month of January of each year and shall be issued to each part-time employee on direct deposit that is separate and apart from the employee's normal earnings.

14.16 A part-time employee proceeding to full-time employment shall be credited with the length of continuous service with the Employer as a part-time employee for the purpose of establishing full-time vacation credits. This is conditional on the employee's service being continuous from part-time to full-time.

14.17 The Employer will post accrued vacation hours for the next vacation year and vacation entitlement for the current vacation year quarterly in a prominent place for all employees to see.

ARTICLE 15 MANAGEMENT RIGHTS

15.01 The Union recognizes and agrees that except as specifically and expressly limited by this Collective Agreement, all rights, powers and authority are retained solely and exclusively by the Employer.

15.02 Without limiting the generality of the foregoing, the Union acknowledges that the Employer has the sole and exclusive right:

- (a) to operate and manage its business, affairs and facilities;
- (b) to control and direct the working force and to select, hire, promote, demote, transfer, assign, classify, lay off and recall employees;
- (c) to maintain order, discipline and efficiency and to discipline and discharge employees for just cause;

- (d) to establish, alter and enforce from time to time reasonable rules, regulations, policies and practices to be observed by employees;
- (e) to establish new jobs and to alter, consolidate or abolish existing jobs;
- (f) to determine the number and type of employees needed at any time, the hours and shifts to be worked, the duties to be performed, overtime requirements, job content, quality standards of performance and the qualifications of employees to perform any particular job; and
- (g) to determine the hours and schedules of operation, operating techniques, methods, procedures and processes and means of performing work, the facilities and services to be provided, the materials, supplies, tools, machinery, equipment and facilities to be used, the nature and kind of business conducted, the number, location, relocation and types of operations and the extension, limitation, curtailment or cessation of operations or any part thereof.

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

ARTICLE 16 NOTICE OF LAY-OFF / CLOSURE / SEVERANCE PAY

16.01 Notice of Lay-off

Employees shall be given two (2) weeks' notice of lay-off. Employees who are given less than two (2) weeks' notice of lay-off, shall be paid wages in lieu of the required notice.

16.02 Notice of Closure

The Employer shall notify all employees who are to be affected by the permanent closure of the Employer's operation. The amount of notice required prior to the effective date of such closure or pay in lieu thereof shall be based on years of continuous service as outlined below (or such longer period as may be required by legislation):

Period of employment	Notice period
Less than one (1) year	One (1) week
At least one (1) year and less than three (3) years	Two (2) weeks
At least three (3) years and less than five (5) years	Four (4) weeks
At least five (5) years and less than ten (10) years	Six (6) weeks
At least ten (10) years	Eight (8) weeks

ARTICLE 17 PAYMENT FOR MEETING ATTENDANCE

17.01 When the Employer requires an employee to be present at a meeting called by the Employer during the employee’s scheduled working hours, or immediately prior to or immediately following the employee’s scheduled working hours, time spent at such meeting shall be considered as time worked.

17.02 When the Employer requires an employee to be present at a meeting called by the Employer that is not immediately prior to or immediately following the employee’s scheduled working hours, the employee shall be paid the greater of time actually spent at the meeting, or four (4) hours’ pay at the employee’s regular hourly rate of pay.

ARTICLE 18 STRIKES AND LOCKOUTS

18.01 The Union and the Employer agree that during the term of this Collective Agreement they will not cause, condone or engage in any strike, sympathy strike, slowdown, sitdown, stoppage, picketing or interruption of any kind which would in any way restrict, disrupt, limit or otherwise interfere with the quality or quantity of work or production.

18.02 The Employer agrees that during the term of this Collective Agreement there will be no lockout of the employees.

ARTICLE 19 UNION REPRESENTATIVE'S VISITS

19.01 A duly authorized representative of the Union (hereinafter referred to as the "Union Representative"), who is not an employee of the Employer, shall be admitted to the Employer's premises to conduct Union business, pursuant to section 22 (1) of the Labour Relations Act, after notifying the Vice-President of Operations or his designate on duty at the time, upon entering the premises and before proceeding on the visit.

It is understood that during the course of a visit to the Employer's premises, the Union Representative may acquire, access or view information that the Employer deems to be confidential. This information may include the nature of research and/or development projects as well as the data relating to them.

The Union Representative shall not disclose any confidential information learned when visiting the Employer's premises other than in the exercise of his / her duties as a union representative.

19.02 During the time before 8:00 a.m. and after 4:00 p.m. the Union Representative, as referred to above, shall be admitted to the premises of the Employer to conduct Union Business providing not less than one (1) hour's notice has been provided to **Faroex Management** of the estimated time of arrival.

19.03 Whenever possible, meetings between an employee and the Union Representative shall take place on the rest period or meal period of the employee, or immediately prior to or immediately following the scheduled work period of the employee. However, if the meeting must occur during an employee's working hours, the Employer shall allow the employee up to five (5) minutes paid time off in order to meet with the Union Representative.

19.04 Discussions between the Union Representative and the employee shall be held in private so as not to distract other employees. The Employer will designate the location of any meeting between an employee and the Union Representative. Under no circumstances shall the admission of the Union Representative or their meetings unduly interfere with or disrupt operations.

19.05 The Union shall promptly notify the Employer in writing of the name of the Union Representative and any change thereto. The Employer will not recognize an individual as a Union Representative until such notification has been received from the Union.

ARTICLE 20 SHOP STEWARDS

20.01 The Employer shall recognize Union Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit based on the following, up to a maximum of five (5) Shop Stewards:

Employees in the Bargaining Unit	Shop Stewards
Less than 30 employees	3
31 – 60 employees	4
61 employees or more	5

The Employer 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.

The Union shall notify the Employer in writing of the names of the Shop Stewards and any changes thereto. The Employer will not recognize an employee as a Shop Steward until it has received such notification from the Union.

20.02 The Union acknowledges that a Steward has regular duties to perform on behalf of the Employer. To ensure operations are not interfered with or disrupted, the parties agree that whenever possible the Steward shall conduct his activities outside regular working hours. In a grievance situation which requires the Steward's attention during working hours, he shall not leave his regular duties without first obtaining permission to do so from his immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission to leave, which shall be with pay, will not, therefore, be unreasonably withheld. The Steward shall return to his regular duties as expeditiously as possible. The Employer reserves the right to limit such time if the time requested is unreasonable. The Steward will be paid his regular rate of pay for the time he spends during his regular working hours discussing grievances with the Manager or his designate.

20.03 The Employer shall not discriminate against any member of the bargaining unit and/or Shop Steward for exercising their rights under the terms of the Collective Agreement.

20.04 Shop Stewards shall be allowed to wear their Shop Steward's badge while on duty.

20.05 Employees will be allowed to wear clothing with insignia provided that such insignia is not the Union insignia or offensive to the Employer, the employees or the Union.

ARTICLE 21 LEAVES OF ABSENCE

21.01 Personal Leave

A leave of absence without pay, for personal reasons, may be granted to an employee. If the leave is for a period of one (1) calendar week or more a written application must be made by the employee to the Employer and written confirmation of said leave shall be given to the employee involved by the Employer. A request for such leave shall not be unreasonably denied by the Employer, however the granting of such leave shall not set a precedent nor shall it prejudice the Employer's sole discretion.

21.02 Union Leave

A leave of absence without pay to attend to Union business shall be granted to an employee. Two (2) weeks' advance notice in writing shall be given to the Employer indicating that such leave is required and unless otherwise agreed to by the Employer no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time to a maximum of three (3) employees in one (1) year. For the purpose of this Article, one (1) year shall be defined as beginning on December 16th each year and ending on December 15th the following year. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Employer and the Union. It is further understood that Shop Steward training by or at the request of the Union shall not be considered Union Leave, but shall be covered by Convention/Conference/ Education Leave as outlined under Article 21.03 herein.

21.03 Convention / Conference / Education Leave

A leave of absence without pay for the purpose of attending conventions / conferences and/or education seminars shall be granted to bargaining unit employees by the Employer upon receiving a written request from the Union. Time off shall not be granted to more than one (1) employee of a department or shift at any one (1) time to a maximum of three (3) unless otherwise mutually agreed to between the Employer and the Union, and the duration of any such leave shall not exceed ten (10) calendar days per occasion. The Union shall give the Employer written notice not less than fourteen (14) days before the requested leave is to commence. The Employer shall approve a maximum of ten (10) such leaves in a year. For the purpose of this Article, one (1) year shall be defined as beginning on December 16th each year and ending on December 15th the following year. A request for an extension of any such leave of absence must be made prior to the expiration of the leave already granted and shall not be unreasonably denied by the Employer.

21.04 **Negotiations Leave**

The Employer shall allow three (3) employees time off without pay for the purpose of attending negotiations for the renewal of the Collective Agreement.

21.05 **Jury Duty/Selection/ Witness Leave**

A non-probationary employee who serves as a juror, inclusive of the juror selection process, or who is subpoenaed to appear in court as a witness will be paid, to a maximum of two (2) weeks of regular pay, the difference between his regular rate of pay for the regularly scheduled hours lost from work due to serving as a juror or appearing as a subpoenaed witness, to a maximum of eight (8) hours per day, and the amount of jury or witness pay received by the employee.

In order to receive pay pursuant to this Article, the employee must:

- (a) notify the employer within three (3) working days after receipt of his jury summons or his subpoena;
- (b) present the Employer satisfactory proof of services and attendance and the amount of pay received; and
- (c) report for work when attendance in court is not required.

The days eligible for payment pursuant to this Article shall be regularly scheduled work days which the employee would otherwise have worked. It is understood that no allowance will be paid to an employee pursuant to this Article where the employee is subpoenaed to court as a result of an infraction of the law on his part or of any litigation to which he is a party.

21.06 **Bereavement Leave**

Provided an employee has completed his or her probationary period and any extension thereto pursuant to Article 6, a five (5) day leave of absence with pay shall be granted in the event of the death of a spouse, including common-law, child, mother, father, sister, brother and a four (4) day leave of absence with pay shall be granted in the event of the death of a mother-in-law, father-in-law, legal guardian, stepmother, stepfather, stepsister, stepbrother, stepchild, fiancé, grandchildren or foster child.

For the purpose of this article, definition of common-law spouse is defined as a person of the same or opposite sex who has cohabited with the employee in a conjugal relationship for no less than one (1) consecutive year.

A one (1) day paid leave shall be granted for the funeral of a sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, aunt, uncle, niece or nephew.

The Employer shall grant a one (1) day paid leave of absence to any employee who acts as a pallbearer at a funeral.

Bereavement leave shall be extended by up to two (2) additional working days with pay, as may be necessitated by reason of travel to attend the funeral, when the funeral is held 200 kilometers or more outside the Town of Gimli

21.07 **Maternity Leave / Parental Leave**

As defined by law, a female employee who has completed seven (7) consecutive months of employment with the Employer shall be granted a maternity leave of absence without pay by the Employer. Said employee shall be re-employed by the Employer after the birth and must return to work within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave she must give the Employer a minimum of two (2) weeks' notice in advance of the day she intends to return to work. As well, she must provide the Employer with a doctor's certificate, certifying her to be medically fit to work.

In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

Accumulated paid sick leave and/or weekly indemnity benefits (or similar benefits) required because of a medical condition directly attributable to pregnancy, shall be granted to employees under the same conditions as these benefits are granted to other employees.

Parental Leave

(A) **Entitlements**

Every employee who has completed seven (7) consecutive months of employment with the Employer

(a) who,

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

- (ii) in the case of male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
 - (iii) adopts a child under the law of a province; and
- (b) who submits to the Employer 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 **sixty-three (63)** weeks.

(B) **Commencement of Leave**

Subject to the following paragraph, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when his or her parental leave is to commence and, where possible, shall take said leave at a time that is mutually agreeable to the Employer and the employee.

Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before the commencement of the parental leave, unless the employee and the Employer otherwise agree.

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

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

(D) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the position occupied at the time such leave commenced.

21.08 **Leave Authorization**

The employee's request and the Employer's decision concerning any requested leave of absence referred to in this article shall be made in writing.

21.09 **Family Responsibility Leave**

In the event of illness or injury occurring to an employee's spouse, parent or child resulting in an employee having to provide care for that family member, or in the event of medical or dental appointment for an employee, or for an employee's family member if the employee is responsible for the care of that family member, the employee may utilize up to eight (8) hours of paid family responsibility leave entitlement per contract year. The purpose of this leave shall be to enable the employee to attend to the needs of his or her ailing spouse, parent or child, or to attend to medical and dental appointments related to themselves or their family and shall be subject to the following conditions:

- i) the employee must provide as much notice as reasonably possible;
- ii) the employee must have one year or more of service to qualify for such paid leave;

Note: Additional unpaid time off for Family Responsibility Leave will be provided in accordance with the Employment Standards Code, C.C.S.M c. E110 for the Province of Manitoba.

21.10 **Compassionate Care Leave**

An employee who has been employed by the Employer for at least thirty (30) days shall be entitled to compassionate care leave of up to twenty-eight (28) weeks to provide care or support to a seriously ill family member. Eligibility for such leave shall be determined in accordance with the provisions of The Employment Standards Code and Regulations thereunder.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per Article 21.06, Bereavement Leave, of this Collective Agreement.

21.11 **Emergency Situations**

In situations where the Department of Transportation closes or declares a road unsafe due to inclement weather between an employee's home and the workplace, any employee who was scheduled to work during such day shall not be required to report to work under such circumstances and shall not receive pay for the shift that they were scheduled to work on such day, provided:

- (a) the closed or unsafe road condition continues to exist two (2) hours prior to the employee's scheduled start time; and
- (b) the employee calls in no more than two (2) hours prior to the start of their shift to notify that he/she is not going to be reporting to work.

Any such time shall not negatively impact the employee on the attendance policy if the foregoing conditions are satisfied.

21.12 In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in The Employment Standards Code. These include but are not limited to Domestic Violence Leave, Critical Illness of a Child Leave, Disappearance or Death of a Child Leave and Organ Donation Leave. Eligibility for such leave will be determined in accordance with The Employment Standards Code and regulations thereunder.

Information regarding these leaves can be found at the Employment Standards website at www.gov.mb.ca/labour/standards

ARTICLE 22 SENIORITY

22.01 Seniority shall be defined as the length of continuous service with the Employer within the bargaining unit since his / her most recent date of hire.

22.02 Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence, during all lay-offs, and during all periods of sickness and/or injury.

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

- (a) is duly discharged by the Employer and is not reinstated through the grievance and arbitration procedure contained in the Collective Agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of fifty-two (52) weeks or is called back to work after a lay-off and does not return to work within seven (7) calendar days (or such longer period as may be required to provide another employer with proper notice) of receiving a registered letter sent to his or her last known address;

- (d) is absent from work without an authorized leave of absence of more than three (3) days unless s/he can satisfy the Employer s/he had a reasonable excuse for being absent; or
- (e) fails to return to work on the completion of an authorized leave of absence, vacation or suspension unless s/he can satisfy the Employer that s/he had a reasonable excuse for not returning to work.
- (f) is away for a period of thirty (30) months or more for whatever reason including injury.

22.04 Seniority shall be the governing factor in all matters of promotion, awarding of a new full-time position or vacancy or choice of shifts (except as otherwise provided for in Article 7.01), providing the more senior employee:

- (a) has the qualifications, skill and ability to be able to perform the normal functions of the job for all positions other than Pultrusion Operator **and Material Handler**; and
- (b) **with respect to Pultrusion Operator and Material Handler**, has the qualifications, skill and ability to be able to perform the normal functions of the job and a satisfactory attendance record.

Seniority shall be the governing factor in all matters of relieving another employee in a higher paying classification, recall after lay-off, providing the more senior employee has the qualifications, skill and ability to be able to perform the normal functions of the job.

Reverse order of seniority shall apply and be the governing factor in all matters of demotion, lay-off, and reduction to part-time, providing the more senior employee has the qualifications, skill and ability to be able to perform the normal functions of the job.

At the Employer's discretion, probationary employees may be eligible for lay-off and/or recall from lay-off based on their seniority by their most recent date of hire and will have their probationary period adjusted for any such periods of lay-off.

It is recognized that all employees working in the Finishing department must be able to repeatedly and correctly read a tape measure in order to do their work at all times. Employees that are hired to work or who are transferred into the finishing department from another area or classification will be required to be tested and regularly tested thereafter and pass a tape measure skills test that demonstrates their ability to correctly read a tape measure. A minimum pass mark of 95% is required. No advance notice that the test will be given is required of the Employer. The content of

the test and the marking of it and all other matters relating to the testing and skills assessment are at the sole discretion of the Employer. This may include a decision by the Employer to retest the employee, provide training for the employee, or re-assign the employee.

22.05 Employees from within the bargaining unit who accept a position with the Employer which places them outside of the bargaining unit shall continue to accumulate seniority for a period of ninety (90) calendar days. Except for the purpose of short term relief for vacation or absenteeism, employees shall be offered the opportunity to leave the bargaining unit and maintain their seniority for ninety (90) days a maximum of one (1) time per contract year. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the ninety (90) calendar day period if they so choose. Employees who remain outside of the bargaining unit beyond the ninety (90) calendar day time limit shall have their seniority broken and may only return to the bargaining unit if rehired, in which case they will be placed at the bottom of the seniority list.

22.06 Full-time employees with one (1) or more years of full-time seniority who are reduced to part-time by the Employer shall be placed at the top of the part-time seniority list. Full-time employees with less than one (1) year of service and who have no continuous part-time service with the Employer shall retain their full-time seniority date in the event they are reduced to part-time. Part-time employees who become full-time for a period of less than one (1) year and who are then reduced to part-time by the Employer shall retain their original part-time seniority date. Part-time employees proceeding to full-time will be placed at the bottom of the full-time seniority list.

22.07 No full-time employee shall be laid off and/or reduced to part-time status by the Employer unless all part-time employees have been laid off first, except where such full-time employee does not possess the qualifications, skill and ability or is unwilling to perform the work required.

22.08 No new employees shall be hired by the Employer so long as there are part-time employees who have the qualifications, skill and ability and are willing to perform the work required, or so long as there are employees who are on lay-off status who have the qualifications, skill and ability and are willing to perform the work required.

22.09 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.

22.10 The Employer shall give two (2) weeks' notice in writing or two (2) weeks' pay in lieu thereof, to any person whose status is to be changed by the Employer from full-time to part-time.

22.11 Daily available part-time hours of work shall be scheduled to the most senior part-time employee first and thereafter in decreasing order of seniority, providing the employee has the qualifications, skill and ability and is available and willing to work the hours.

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

22.13 **In January and July of every calendar year, the Employer shall post the full seniority list showing the seniority of each employee. The Union shall be emailed a separate seniority list in Excel format that contains the following information: start date, seniority date, classification, department (if applicable), rate of pay, FT/PT status, employee number, mailing address, email address, telephone number and S.I.N. of all bargaining unit employees including those on leave (including the type of leave). The list will also include all employees who have terminated their employment or retired. Should any portion of this transfer of information by the Employer be reasonably believed by either parties legal counsel to be in violation of any applicable Federal or Provincial Laws, the parties will meet to discuss and amend this article, where necessary so it is consistent with the requirement of those laws.**

Employees must provide up to date information to the Employer and advise the Employer of any changes.

22.14 When employees are hired on the same day, their names will be placed in a hat and drawn at random. The employee whose name is drawn first will have his/her name appear first on the seniority list. In the event of more than two (2) employees hired on the same day, the above process will apply, with the name being drawn in the order they will appear on the seniority list.

ARTICLE 23 JOB POSTING

23.01 When a job vacancy occurs or a new position is created, notice shall be posted within seven (7) calendar days on the appropriate bulletin board for a period of seven (7) calendar days. The notice shall set out the qualifications, classification, shift, hourly rate of pay, current schedule for the position and the effective date of the position. The job shall be awarded as outlined in Article 22.04 of the Collective Agreement. If no employee applies for the position or if no applicant employee satisfies the requirements of 22.04, the Employer may fill the vacancy from any source outside the bargaining unit.

23.02 It is understood and agreed that management will notify the Union office, within seven (7) calendar days following the end of the seven (7) calendar day posting period, by letter, of the successful applicant filling the new position or vacancy, or that the new position or vacancy was not filled

It is further understood and agreed that management will move the successful applicant into the new position or vacancy within thirty (30) calendar days of the job being awarded.

23.03 No employee shall be permanently transferred to another classification within the bargaining unit without her consent.

23.04 An employee who successfully bids into a job which is paid at a higher rate of pay shall be placed at the increment step which is at the rate which is the next highest to his.

An employee who successfully bids into a job which is paid at the same rate of pay shall remain at his current increment level.

An employee who successfully bids into a job which is paid at a lower rate of pay shall be placed at the increment step which corresponds to his current increment step.

23.05 Employees wishing to be cross-trained shall submit a written request to the Employer outlining their interest in cross-training. When a cross-training opportunity arises, the Employer will review the list of employees that submitted their written request outlining their interest and the Employer will assign the cross-training opportunity to the most senior employee on the list, if the employee has the necessary skills, ability and a satisfactory attendance record.

ARTICLE 24 TECHNOLOGICAL CHANGE

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

24.02 In the event of a technological change occurring during the life of this Collective Agreement which will adversely affect ten (10%) percent or more of the employees at work, then:

- (a) The Employer shall notify the Union at least ninety (90) calendar days before the introduction of the technological change and provide the Union with a detailed description of the technological change that it intends to implement, disclosing all foreseeable effects and repercussions on the employees.
- (b) The Employer and the Union shall meet as soon as possible and not later than sixty (60) calendar days prior to the intended date of the implementation of the technological change for the purpose of negotiating reasonable provisions to address the impact on the employees affected.
- (c) If the Employer and the Union fail to agree upon such provisions, the matter may be referred by either party to arbitration as provided for under the terms of this Collective Agreement and it is expressly understood and agreed that the arbitrator shall have jurisdiction to determine reasonable provisions to address the impact on the employees affected and that the arbitrator's decision shall be final and binding on all parties concerned. The arbitrator shall not have jurisdiction to determine whether or in what manner the technological change shall be implemented.

24.03 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 this Collective Agreement to the Employer and the Union and are hereby specifically waived.

ARTICLE 25 SAFETY AND HEALTH

25.01 As determined by law, the Employer agrees to a joint Labour / Management Safety and Health Committee which shall meet quarterly during regular working hours and which shall conduct safety tours of the Employer's operation. The committee shall be comprised of three (3) employees from the Union and up to three (3) management persons. The full-time Union Representative may also attend these meetings from time to time. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The 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.

25.02 All employees of the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article 25.01 above. Any time spent dealing with any Health and Safety issues & /or investigations brought to the committees attention will be paid, subject to prior approval of management.

25.03 The Employer shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the joint Labour / Management Safety and Health Committee to attend safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union. The Employer shall not be required to pay lost wages in excess of two (2) normal working days per committee member from the bargaining unit, per calendar year.

25.04 In the situations where an employee believes that a safety and/or health hazard exists, the employee shall first report his or her concerns to his/her immediate supervisor. If the matter is not resolved to the employee's satisfaction then the employee shall report his/her concern to the Joint Labour/Management Safety and Health Committee. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that a safety and/or health hazard exists, the employee shall be entitled to refuse to perform that particular job function until such time as a person from the appropriate government agency dealing with safety and health matters has come to the Employer's premises to inspect the concerns firsthand. During this time period the employee shall be assigned to perform other job functions that he or she is capable of doing.

Payment for the period of refusal will not be made if the employee refuses to perform the alternate duties.

25.05 First aid stations and eye wash stations shall be provided for, maintained and made accessible to all employees at various locations on the Employer's premises and shall be available for employees to use when they are at work.

25.06 The Employer shall pay the tuition costs of any employee who completes a first aid course that has been scheduled by the Employer.

25.07 The Employer shall make reasonable attempts to ensure that at all times there is a clean and tidy lunchroom as well as clean and tidy washrooms available to the employees.

25.08 The Employer shall provide each employee in the bargaining unit with either a full-size locker or a half-size locker (two (2), if available) so as to enable said employees to reasonably, securely store their own personal property while at work. The Employer will provide reasonable access to an exiting shower for the use of female employees who shall have sole access while showering. Request for access shall not be unreasonably denied. The Employer will work towards either having full-sized lockers in the women's locker room or having sufficient one-half lockers for two (2) per person.

Provided that the Employer provides lockable lockers in good working order, the Employer shall in no way be responsible for any theft from said lockers. Employees must notify management when a locker is not in good working order.

25.09 The Employer shall provide a lunchroom equipped with a coffee machine, microwave oven, kettle, fridge, and sink for employees to use during their meal and/or rest periods.

Within thirty (30) days of the signing of this Agreement, the Employer agrees to replace **and maintain all water stations in the Lunchrooms, IMD, MCI and Pultrusion areas.**

ARTICLE 26 WAGE REFERRAL / NEW CLASSIFICATIONS / PAY DAYS

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

26.02 Rates of pay for any new classification that may be established by the Employer and which come within the scope of this Collective Agreement shall be the subject of negotiations, and the Employer 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 Employer 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 Collective Agreement. The Employer and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Collective Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the Employer and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

26.03 The Employer may place such rehired employee or a newly hired employee at a rate of pay other than the Start Rate for the applicable position if, in the Employer's view, the employee's previous comparable experience at Faroex and/or at another workplace justifies placement at a higher rate.

26.04 Employees shall be paid by direct deposit by no later than every second Friday at 12:00 noon. Each employee shall receive an itemized **electronic** statement of wages covering the two (2) weeks ending the previous Sunday. **Employees will have access to a computer and printer during break times or before or after their scheduled shifts to view and print a paper copy of their statement if the employee requires a paper copy.**

ARTICLE 27 COURT'S DECISION

27.01 In the event that any articles or portions of this Collective Agreement are determined to be improper or invalid by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Collective Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

ARTICLE 28 DISCIPLINE / DISCHARGE

28.01 An on-duty Shop Steward of the disciplined employee's choice, or in the absence of a Shop Steward, another employee from the bargaining unit of the reprimanded employee's choice providing that this employee is on the Employer's premises at that time, shall be present when a member of the bargaining unit is being given a reprimand or is being suspended or discharged. A full-time Union Representative shall be entitled to attend any such meeting provided he or she is readily available to do so, within two (2) hours of any such action.

28.02 All disciplinary meetings shall be held in private.

28.03 The affected employee, the Shop Steward and the Union, shall be given a copy of any disciplinary notice which is to be entered on an employee's personnel file. Separate disciplinary notices will be given for each separate offence. The affected employee, the Shop Steward and the Union, shall also be given a copy of any discharge notice that is given to an employee. In all cases of discipline or discharge the Employer shall notify the affected employee, the Shop Steward and the Union in writing of the reasons for taking such action. Any such notice of discipline and/or discharge shall be given to the affected employee and the Shop Steward immediately, and a copy of said discipline and/or discharge notice shall be faxed to the Union office within twenty-four (24) hours of the event.

28.04 The Employer shall remove all written disciplinary notices from the employee's personnel file after eighteen (18) calendar months providing there have been no incidents of a similar type nature within that eighteen (18) month period, in which case such notice(s) shall remain on file until such time as there have been no incidents of such similar type for a full eighteen (18) calendar months. The Employer shall not be able to use any disciplinary notice which has been removed in accordance with this clause against the employee at a later date. This time frame of eighteen (18) calendar months shall not include periods of layoff.

28.05 Once a year, or more often if necessitated by the filing of a grievance, employees covered by this Collective Agreement, upon written request, shall have an opportunity to review their own personnel file within two (2) working days of the request in the presence of an Employer representative.

ARTICLE 29 ADJUSTMENT OF GRIEVANCES

29.01 A grievance shall mean a complaint concerning the interpretation, application, or alleged violation of the provisions of this Collective Agreement, or in the case of a non-probationary employee, a complaint that s/he has been discharged without just cause.

29.02 Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Employer shall supply such information in writing to the Union within ten (10) calendar days from the date of the request. The parties agree that the purpose of the grievance procedure is to provide a method for the resolution of grievances between the parties. Where practicable, the parties will share information - relevant to a grievance - in the interest of resolving disputes.

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

29.03 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fifteen (15) working days of the event giving rise to such grievance shall be forfeited and waived by the aggrieved party. For the purpose of this article, it is agreed that working days shall be interpreted to mean Monday through Friday, which are regular office days, less any days the office may be closed.

29.04 All grievances must be submitted in writing.

29.05 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 employee's immediate supervisor or his or her designated appointee. The immediate supervisor or his or her designated appointee shall reply to the grievance in writing, to the Union, within five (5) calendar days. If a satisfactory settlement has not been reached, the Union Representative and/or employee may proceed to Step 2.

Step 2

The Union Representative or Representatives may take the matter up with the Employer official designated by the Employer to handle Labour Relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

29.06 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 30 - Arbitration.

29.07 Only grievances which have been processed in accordance with the procedure(s) outlined herein may be referred to arbitration.

ARTICLE 30 ARBITRATION

30.01 If the Union and the Employer cannot reach an adjustment, upon request of either party, the grievance shall be submitted to an arbitrator. The arbitrator herein set forth on a rotating basis:

Gavin Wood
Michael Werier
Colin Robinson
Diane Jones
Karine Pelletier

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

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

The decision of the arbitrator shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing.

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

30.03 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as s/he deems essential to a full understanding and determination of the issues involved. The arbitrator shall insofar as is reasonably possible, detail the evidence and reasoning upon which the decision is based. In reaching his/her decision, the arbitrator shall be governed by the provisions of this Collective Agreement.

30.04 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Collective Agreement. All grievances submitted shall present an arbitrable issue under this Collective Agreement, and shall not depend on or involve an issue or contention by either party which is contrary to any provisions of this Collective Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Collective Agreement.

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

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

30.07 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 Collective Agreement.

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

30.09 The Employer 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 his or her suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

ARTICLE 31 BULLETIN BOARDS

31.01 The Employer shall allow the Union to install its own bulletin board on the Employer's premises and shall further allow the Union to post notices relating to Union meetings, Union elections, the names of Union officers, or shop stewards and social and recreational events and seniority lists. Notices other than those referred to above, require the prior approval of the Employer expressed by the initials or signature of the Vice President of Operations or his designate prior to posting. The location of the bulletin board shall be mutually agreed to between the Employer and the Union.

ARTICLE 32 HEALTH AND WELFARE BENEFITS REFERRAL

32.01 Health and Welfare benefits shall be as contained in Appendix "A" of this Collective Agreement and shall form part of this Collective Agreement.

ARTICLE 33 WORKERS COMPENSATION BENEFITS

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

33.02 Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer for the hours he or she would otherwise have been scheduled to work on the day of the injury and/or illness, but was unable to work because of the injury and/or illness.

ARTICLE 34 HARASSMENT / ABUSE

34.01 The Employer and the Union agree that harassment will not be condoned in the work place and both parties will work together in full cooperation and support of each other to recognize and resolve such concerns as they arise. Harassment does not include giving direction, reprimanding employees or correcting employee behaviour.

The Harassment / Abuse Policy is contained in Appendix "C" of this Collective Agreement. The policy will be posted in a prominent location, with a copy of same remitted to employees covered by this Collective Agreement.

ARTICLE 35 UNIFORMS / PROTECTIVE CLOTHING / EQUIPMENT

35.01 The Employer shall provide ear plugs, safety glasses, safety vests, leather and/or rubber gloves (as required), parkas (for employees in Outdoor Material Handling), disposable whites and hard hats to employees who are required to utilize such items. The Employer shall replace these items on an ongoing basis as the need arises. The Employer agrees to consider any request for additional safety equipment made by the Safety and Health Committee and such request(s) shall not be unreasonably denied.

35.02 Upon the employee providing the Employer with an original receipt for the purchase of safety boots (multiple pairs during the year if applicable) or protective clothing/equipment as listed above, the Employer shall reimburse the employee for the cost of such items, up to a maximum of **two hundred and twenty-five (\$225.00)** dollars per calendar year.

For employees working in outdoor material handling, the annual protective/clothing equipment allowance shall be two hundred and **fifty** (\$250.00) dollars per calendar year.

An employee must complete twelve (12) consecutive months of employment to be eligible for the reimbursements above.

If an employee is off work for a full calendar year, the employee will not be eligible to receive the reimbursements above for the calendar year.

ARTICLE 36 TRANSPORTATION COSTS

36.01 No employee shall be required to use their own vehicle when performing work for the Employer unless they voluntarily agree to do so. Employees, who voluntarily agree to use their own vehicle for other than travel between the Employer location in Gimli, shall receive a vehicle allowance in the amount of forty (40¢) cents for each kilometre that the employee's vehicle was used for such purpose.

Employees who are regularly required to use their vehicles for travel between the Employer buildings in Gimli shall be paid a flat rate of ten (10) dollars bi-weekly (current practice).

36.02 The amounts referred to herein do not include situations where employees utilize their own vehicles to travel to and from work at the commencement and/or conclusion of their shift(s).

ARTICLE 37 PARKING / PLUG-INS

37.01 The Employer shall continue to provide free parking and plug-ins for block heaters only, as is currently available, to all employees who use a vehicle to go to and from work.

ARTICLE 38 PAST PRACTICES / BENEFITS

38.01 The Employer agrees to continue with its existing practices of providing support for a Christmas function and children's Christmas party and providing each employee with a gift card in the amount of one hundred (\$100.00) dollars to a local grocery merchant in the month of December each year.

ARTICLE 39 APPENDICES AND LETTERS OF UNDERSTANDING

39.01 The parties agree that any Appendices and Letters of Understanding that are attached to this Collective Agreement shall be considered as forming part of the Collective Agreement for all purposes.

ARTICLE 40 EXPIRATION AND RENEWAL

40.01 This Agreement shall be in effect from December 16, 2020 and shall remain in effect until December 15, 2023, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

40.02 **Changes in Collective Agreement**

Any changes deemed necessary in this Collective Agreement may be made by mutual agreement of both parties during the existence of this Collective Agreement.

40.03 **Notice of Renewal**

Either party desiring to propose changes or amendment to this Collective Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, submit a copy of the proposed changes to the other party.

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

40.04 Within ten (10) working days after receipt of the notice to begin bargaining or such time as may be mutually agreed upon, the other party is required to enter into negotiations for renewal or revision of the Collective Agreement.

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

SIGNED THIS DAY OF , 2021.

FOR THE UNION:

FOR THE COMPANY:

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1.01 The Employer shall continue, for the duration of this Collective Agreement, to make available to non-probationary employees in their present form or in no less beneficial form, the benefits presently paid and, in particular, those contained in:

- (i) the Employee Benefit Program with **Desjardins Policy No. Q1695** (i.e. Basic Life Insurance, Accidental Death and Dismemberment, Dependent Life Insurance, Short Term Disability Insurance, Extended Health Benefit, Vision Care Benefit, and Dental Benefit);
- (ii) the Long Term Disability Plan, underwritten by **Desjardins**;

for all eligible employees as defined in the said group policies. The Employer will continue to pay fifty (50%) of the premiums. The plans shall be administered in accordance with the rules and regulations of the plan or plans obtained by the Employer, said plan or plans shall form a part of this Collective Agreement.

A-1.02 The Employer shall supply the Union with a current copy of the plan text and summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Employer. The Employer shall supply each employee with a current copy of the summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Employer. New employees shall be provided with a copy of the summary pamphlets (or similar documents) at the same time as they become eligible to receive said benefits. The Employer shall ensure that the Union and the employees covered by this Collective Agreement are provided with the most recent copy of such plan text and summary pamphlets (or similar documents) at all times.

A-1.03 Registered Retirement Savings Plan

The Employer will continue to contribute towards employee R.R.S.P. purchases of an Employer approved plan after the employee has been employed by the Employer for a period greater than two (2) years.

The Employer's contribution shall be scheduled as follows:

<u>Every Two (2) Weeks Employee Contribution</u>	<u>Every Two (2) Weeks Employer Contribution</u>
\$25.00	\$25.00
\$25.00	\$15.00
<u>\$25.00</u>	<u>\$10.00</u>
\$75.00	\$50.00

The Employer will contribute the above amount if the employee has made all of the specified contributions.

All rules of the R.R.S.P. will remain as per the current practice

A-1.04 **Vision Care Plan**

Prescription glass or elective contact lens coverage shall be one hundred and seventy-five (\$175.00) dollars in any 24 consecutive months and, if contact lenses are required to treat a severe condition, contact lens coverage shall be two hundred and fifty (\$250.00) dollars in any 24 consecutive months.

A-1.05 **Prescription Drug Card**

The employee benefit program will allow for a prescription drug card.

A-2 Paid Sick Leave Benefits

A-2.01 A paid sick leave benefit shall accrue to each full-time employee at the rate of four (4) hours per full month of continuous service until a maximum of eighty (80) hours has been accrued. Said employees shall be entitled to use such accrued sick leave for any non-occupational sickness and/or accident that is not covered by the weekly indemnity benefits provided by the Employer, and such days shall be paid for at the rate of one hundred (100%) percent of the employee's regular hourly rate of pay for each day of such absence.

Commencing on December 16, 2021, a paid sick leave benefit shall accrue to each full-time employee at the rate of five (5) hours per full month of continuous service until a maximum of eighty (80) hours has been accrued.

A-2.02 A paid sick leave benefit shall accrue to each part-time employee at the rate of four (4) hours for each one hundred and seventy-three (173) hours worked and/or paid until a maximum of eighty (80) hours has been accrued. Said employees shall be entitled to use such accrued sick leave for any non-occupational sickness and/or accident that is not covered by the weekly indemnity benefits provided by the Employer, and such days shall be paid for at the rate of one hundred (100%) percent of the employee's regular hourly rate of pay for each day of such absence. Sick leave pay for part-time employees shall be applied only to absences which occur on the employee's regularly scheduled work days.

A-2.03 An employee will not be required to provide a doctor's certificate explaining the absence unless the employee meets one of the following criteria:

- 1) The employee's absence exceeds three (3) consecutive scheduled work days and the employee has not provided a doctor's certificate explaining the absence.
- 2) The duration of the absence or the circumstances surrounding the absence requires verification.
- 3) The employee has been absent for eighty (80) hours in a calendar year.
- 4) The Employer has given the employee formal written notice that a doctor's certificate will be required due to excessive absenteeism.

Upon receipt of a formal written notice, employees must provide the Employer with the doctor's certificate within three (3) business days.

A-2.04 Sick time will not be used for the purposes of calculating overtime in a week that an employee has voluntarily signed up to work overtime on the weekend. For example, if, on the Tuesday of the work week, an employee voluntarily signs up for an overtime shift for the upcoming Saturday and the employee then calls in sick on Friday, the sick day used on Friday will not be used to calculate overtime for that weekly pay. This will apply only to shifts whereby an employee has voluntarily signed up for an overtime shift, and shall not apply to circumstances in which an Employer has assigned overtime.

If an employee uses a sick day for a scheduled appointment and has notified the Employer in advance of that sick day, it will be used in the overtime calculation if the employee voluntarily signed up to work on the weekend.

A-2.05 Once every three (3) months, the Employer will provide each employee of the sick leave credits said employee has accumulated, by attaching a document outlining this information to the employees paystub. Upon request, the Union will be provided with said information as well, within two (2) business days.

APPENDIX “B”

WAGES

B-1.01 Classifications and Wage Scales

	Current	DEC 16/20	DEC 16/21	DEC 16/22	APR 1/23
		1.00%	2.00%	1.50%	
Machine Operator (Pultrusion Machine Operator & Pultrusion Mixer)					
START	\$13.03	\$13.16	\$13.42	\$13.62	\$14.15
1 YEAR	\$14.69	\$14.84	\$15.14	\$15.37	\$15.37
2 YEARS	\$17.15	\$17.32	\$17.67	\$17.94	\$17.94
3 YEARS	\$18.37	\$18.55	\$18.92	\$19.20	\$19.20
4 YEARS	\$18.92	\$19.11	\$19.49	\$19.78	\$19.78
General Labour (includes IMD)					
START	\$12.50	\$12.63	\$12.88	\$13.07	\$14.15
1 YEAR	\$13.10	\$13.23	\$13.49	\$13.69	\$14.15
2 YEARS	\$14.54	\$14.69	\$14.98	\$15.20	\$15.20
3 YEARS	\$15.57	\$15.73	\$16.04	\$16.28	\$16.28
4 YEARS	\$16.05	\$16.21	\$16.53	\$16.78	\$16.78
LM Finishing					
START	\$12.63	\$12.76	\$13.02	\$13.22	\$14.15
1 YEAR	\$13.63	\$13.77	\$14.05	\$14.26	\$14.26
2 YEARS	\$15.15	\$15.30	\$15.61	\$ 15.84	\$ 15.84
3 YEARS	\$16.05	\$16.21	\$16.53	\$16.78	\$16.78
4 YEARS	\$16.21	\$16.37	\$16.70	\$16.95	\$16.95
MCI Finishing					
START	\$12.63	\$12.76	\$13.02	\$13.22	\$14.15
1 YEAR	\$13.63	\$13.77	\$14.05	\$14.26	\$14.26
2 YEARS	\$15.15	\$15.30	\$15.61	\$15.84	\$15.84
3 YEARS	\$16.05	\$16.21	\$16.53	\$16.78	\$16.78
4 YEARS	\$16.21	\$16.37	\$16.70	\$16.95	\$16.95

Material Handling					
START	\$13.03	\$13.16	\$13.42	\$13.62	\$14.15
1 YEAR	\$14.69	\$14.84	\$15.14	\$15.37	\$15.37
2 YEARS	\$17.15	\$17.32	\$17.67	\$17.94	\$17.94
3 YEARS	\$18.37	\$18.55	\$18.92	\$19.20	\$19.20
4 YEARS	\$18.92	\$19.11	\$19.49	\$19.78	\$19.78
Material Handling Lead Hand					
START	\$13.03	\$13.16	\$13.42	\$13.62	\$14.15
1 YEAR	\$14.69	\$14.84	\$15.14	\$15.37	\$15.37
2 YEARS	\$17.15	\$17.32	\$17.67	\$17.94	\$17.94
3 YEARS*	\$19.37	\$19.55	\$19.92	\$20.20	\$20.20
4 YEARS*	\$19.92	\$20.11	\$20.49	\$20.78	\$20.78
*Includes Lead Hand Premium					
Injection Mixer					
Cents per pound	\$0.0151	\$0.0153	\$0.0156	\$0.0158	\$0.0158
*or rate	\$12.29	\$12.41	\$12.66	\$12.85	\$14.15

*All employees who are overscaled at the date of ratification of this agreement shall receive the same increases as employees working in their classification who are at top rate but not overscaled.

*The Injection Mixer has the option of receiving either the above mentioned cents per pound rates or the hourly rates, whichever are more beneficial, for actual hours worked each shift with a minimum of four hours guaranteed unless placed into other work during those first four hours.

B-1.02 Lead Hand

Any employee assigned by the Employer to assist as a Lead Hand shall receive a premium of one dollar (\$1.00) per hour over the top rate in the employee's current classification.

B-1.03 All employees in the bargaining unit on the date of Union ratification shall receive full retroactive pay to December 16th, 2020 for all hours worked and/or paid, excluding banked overtime. Said retroactivity shall be paid to eligible employees on a separate pay cheque.

B-1.04 **Long Service Premium**

<u>Years of Service</u>	<u>Associated Premium</u>
10 years – 14 years	\$0.15/hour
15 years – 19 years	\$0.20/hour
20 years – 24 years	\$0.25/hour
25 years – 29 years	\$0.30/hour
30 years +	\$0.35/hour

The Long Service Premium will be considered part of an employee's hourly rate of pay for the purpose of calculating vacation and sick pay.

EXHIBIT ONE

TO: THE NEW OR REHIRED EMPLOYEE

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

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

“The Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee his or her responsibility in regard to the payment of Union dues and initiation fees. The Employer shall forward Exhibit One, as attached to this Collective Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter.”

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

Please complete a Membership Application (sample provided below) immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office at 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 NATIONAL UNION	
LOCAL 832		Manitoba, Canada			
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (MM/YY)	SOCIAL INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (MM/YY)		<small>I hereby authorize the use of my S.I.N. for identification purposes and to verify union dues received and make payments to me as a result of my Overtime if you so desire.</small>	
OCCUPY NAME	EDUCATION	DEPARTMENT/NO.			
CLASSIFICATION	FLOOR NO.	FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/> OTHER <input type="checkbox"/>	
<small>I hereby authorize for membership purposes and to verify union dues received and make payments to me as a result of my Overtime if you so desire. I agree to the handling of grievances and procedures to ensure privacy and protection of personal information from the Union. I agree to the use of my personal information for the purposes of collective bargaining and other direct or indirect activities through each local union as it may duly designate. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information which is 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 of collective bargaining and other direct or indirect activities through each local union as it may duly designate. 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.</small>					
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) 786-5655 or 1-888-832-6832.

LETTER OF UNDERSTANDING

**RE: WAGE ADJUSTMENT BASED ON THE MINIMUM WAGE INCREASE EFFECTIVE
APRIL 1, 2023**

BETWEEN:

FAROEX LTD. a body corporate carrying on business in the Province of Manitoba, hereinafter referred to as the “Employer”

and:

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

This Letter of Understanding will confirm the parties agreement to increase the start/year 1 wages only for Machine Operator (Pultrusion Machine Operator & Pultrusion Mixer), General Labour (includes IMD), LM Finishing, MCI Finishing, Material Handling, Material Handling Lead Hand & Injection Mixer due to the Manitoba Government increase to minimum wage. This wage adjustment will be effective April 1st, 2023 and the wages are as follows for the duration of the collective agreement:

APPENDIX “B”

WAGES

B-1.01 Classifications and Wage Scales

	Current	DEC 16/20	DEC 16/21	DEC 16/22	APR 1/23
		1.00%	2.00%	1.50%	
Machine Operator (Pultrusion Machine Operator & Pultrusion Mixer)					
START	\$13.03	\$13.16	\$13.42	\$13.62	\$14.15
1 YEAR	\$14.69	\$14.84	\$15.14	\$15.37	\$15.37
2 YEARS	\$17.15	\$17.32	\$17.67	\$17.94	\$17.94
3 YEARS	\$18.37	\$18.55	\$18.92	\$19.20	\$19.20
4 YEARS	\$18.92	\$19.11	\$19.49	\$19.78	\$19.78
General Labour (includes IMD)					
START	\$12.50	\$12.63	\$12.88	\$13.07	\$14.15
1 YEAR	\$13.10	\$13.23	\$13.49	\$13.69	\$14.15
2 YEARS	\$14.54	\$14.69	\$14.98	\$15.20	\$15.20
3 YEARS	\$15.57	\$15.73	\$16.04	\$16.28	\$16.28
4 YEARS	\$16.05	\$16.21	\$16.53	\$16.78	\$16.78
LM Finishing					
START	\$12.63	\$12.76	\$13.02	\$13.22	\$14.15
1 YEAR	\$13.63	\$13.77	\$14.05	\$14.26	\$14.26
2 YEARS	\$15.15	\$15.30	\$15.61	\$ 15.84	\$ 15.84
3 YEARS	\$16.05	\$16.21	\$16.53	\$16.78	\$16.78
4 YEARS	\$16.21	\$16.37	\$16.70	\$16.95	\$16.95
MCI Finishing					
START	\$12.63	\$12.76	\$13.02	\$13.22	\$14.15
1 YEAR	\$13.63	\$13.77	\$14.05	\$14.26	\$14.26
2 YEARS	\$15.15	\$15.30	\$15.61	\$15.84	\$15.84
3 YEARS	\$16.05	\$16.21	\$16.53	\$16.78	\$16.78
4 YEARS	\$16.21	\$16.37	\$16.70	\$16.95	\$16.95

Material Handling					
START	\$13.03	\$13.16	\$13.42	\$13.62	\$14.15
1 YEAR	\$14.69	\$14.84	\$15.14	\$15.37	\$15.37
2 YEARS	\$17.15	\$17.32	\$17.67	\$17.94	\$17.94
3 YEARS	\$18.37	\$18.55	\$18.92	\$19.20	\$19.20
4 YEARS	\$18.92	\$19.11	\$19.49	\$19.78	\$19.78
Material Handling Lead Hand					
START	\$13.03	\$13.16	\$13.42	\$13.62	\$14.15
1 YEAR	\$14.69	\$14.84	\$15.14	\$15.37	\$15.37
2 YEARS	\$17.15	\$17.32	\$17.67	\$17.94	\$17.94
3 YEARS*	\$19.37	\$19.55	\$19.92	\$20.20	\$20.20
4 YEARS*	\$19.92	\$20.11	\$20.49	\$20.78	\$20.78
*Includes Lead Hand Premium					
Injection Mixer					
Cents per pound	\$0.0151	\$0.0153	\$0.0156	\$0.0158	\$0.0158
*or rate	\$12.29	\$12.41	\$12.66	\$12.85	\$14.15

*All employees who are overscaled at the date of ratification of this agreement shall receive the same increases as employees working in their classification who are at top rate but not overscaled.

*The Injection Mixer has the option of receiving either the above mentioned cents per pound rates or the hourly rates, whichever are more beneficial, for actual hours worked each shift with a minimum of four hours guaranteed unless placed into other work during those first four hours.

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

SIGNED THIS 4th DAY OF APRIL 2023

FOR THE UNION:

FOR THE COMPANY:

Ron Allard

Mark Michaluk