

**GENERAL MILLS  
CANADA CORPORATION**

FROM: November 1, 2022

TO: October 31, 2024

# 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', with a stylized flourish at the end.

Jeff Traeger,  
President UFCW Local 832



# GENERAL MILLS CANADA CORPORATION

## Table of Contents

	<u>ARTICLE</u>	<u>PAGE</u>
Access to Personnel File	29.05	37
Accident Insurance Benefits	Appendix A-10	54
Adjustment of Grievances	30	37
Arbitration	31	38
Banked Overtime	9.13	11
Bereavement Leave	22.08	25
Bulletin Board and Decals	32	39
Bumping	25.06	35
Compassionate Care Leave	22.12	28
Consecutive Hours of Work	7.02	5
Contracting Out Work	3	2
Convention/Conference/Education Leave	22.01	23
Court's Decision	27	36
Deduction of Union Dues	5	4
Definitions	2	2
Demotion, Definition of	2.01(d)	2
Dental Plan	Appendix A-5	51
Discipline/Discharge	29	36
Employees' Pay Day	Appendix B-3	58
Entry Level Rates for Newly Hired Employees	Appendix B-2	57
Equipment/Clothing Apparel	33	40
Exhibit 2-Defined Contribution Pension Plan	Chart	65
Exhibit 3-Group Registered Retirement Savings Plan	Chart	66
Exhibit One	Form	64
Expiration and Renewal	41	47
Extended Health Care Plan	Appendix A-9	53
Family Responsibility Leave	Appendix A-2.07	50
Floating Holiday	10.02	13
Freezer Coats/Pants/Gloves Supplied	33.02	40
Full-time Employees Reduced to Part-time	23.09	31
Full-time, Definition of	2.01(a)	2
General Holiday Pay, Part-time Employees	10.06	14
General Holidays	10	13
Harassment/Abuse	34	40
Health and Welfare	36	41
Health and Welfare Benefits	Appendix A	48
Hours of Work	7	5
Information Regarding Grievances	30.02	37

Interview of Employees	30.03	37
Job Posting	24	33
Joint Labour Management Committee	21	23
Jury Duty Leave	22.07	25
Layoff, Definition of	2.01(e)	2
Leaves of Absence	22	23
Life Insurance Benefits	Appendix A-11	55
Line Lead Premium	Appendix B-6	58
Long Term Disability Benefits	Appendix A-4	50
Management's Rights and Functions	14	20
Manitoba Trades Training Program	40.02	45
Masculine or Feminine Gender, Definition of	2.01(f)	2
Maternity Leave	22.09	26
Meal and Rest Periods	8	6
Meal Periods (for shifts 10 hours or less)	8.01	6
Merger of Business	28	36
Minimum Call-In	11	14
Multiple Journey Person Tickets	Appendix B-9	59
Nature of the Bargaining Unit	1	1
Negotiation Leave	22.04	24
New Classifications Created with Bargaining Unit	26.02	35
Notice of Layoff/Severance Pay	16	21
Overtime	9	8
Overtime, Full Time Employees (working 12 hour shifts)	9.01(a)	8
Overtime, Full Time Employees (working 8 hour shifts)	9.01(b)	8
Paid Sick Leave	Appendix A-2	49
Parental Leave	22.10	26
Part Time "Vacation Relief" Positions	23.19	32
Part-time, Definition of	2.01(b)	2
Paternity Leave	22.11	27
Payment for Meeting Attendance	17	21
Pension Plan	Appendix A-6	51
Personal Leave	22.03	24
Plural and Singular, Definition of	2.01(g)	2
Posting Work Schedules	7.05	5
Prescription Drug Plan	Appendix A-8	53
Probationary Period	6	4
Promotion, Definition of	2.01(c)	2
Promotions to Higher Paying Classifications	24.03	33
Relieving Rates of Pay/Temporary Assignments	12	15
Rest Periods (for shifts less than ten (10) hours)	8.02	6
Rest Periods for Shifts of 10 Hours or More	8.03	7
Retroactive Pay	Appendix B-4	58
Safety and Health	15	20
Safety Footwear/Insoles	33.03	40
Sanitation	Appendix B-7	59

Seniority	23	29
Seniority List Provided Semi-Annually	23.18	32
Shift Premium-12 Hour Shifts	Appendix B-5(a)	58
Shift Premium-Less than 12 Hour Shifts	Appendix B-5(b)	58
Shop Stewards	20	22
Staff Discounts	35	41
Steps of the Grievance Procedure	30.04	38
Strikes and Lockouts	18	22
Switch from Continental Shifts to 8 Hour Shifts	LOU	60
Technological Change	25	34
Temporary Shutdown	39	42
Temporary Vacancies	24.05	33
Time Clocks	7.06	6
Trades Training and Apprenticeship	40	43
Transfers to Other Classifications	23.05	31
Transportation Costs	37	41
Uniforms	33.01	40
Union Leave	22.02	24
Union Representative's Visits	19	22
Union Shop	4	3
Vacancies	24.01	33
Vacation Carry-Over	13.25	19
Vacation during General Holiday	10.04	14
Vacations with Pay	13	15
Vision Care Plan	Appendix A-7	53
Wages/Hourly Rates of Pay	Appendix B	56
Wages/New Classifications/Prior Experience	26	35
Weekly Indemnity Benefits	Appendix A-3	50
Witness Leave	22.06	25
Work System Change	LOU	62
Work Week/Full-time Employees	7.01	5
Work Week/One General Holiday	7.03	5
Work Week/Two General Holidays	7.04	5
Workers Compensation Benefits	38	41

**EXPIRY DATE: OCT 31, 2024**

**AGREEMENT BETWEEN:**

**GENERAL MILLS CANADA CORPORATION**, carrying on business in the Province of Manitoba, hereinafter referred to as the "Company",

**AND**

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

**WHEREAS: THE COMPANY AND THE UNION DESIRE TO COOPERATE IN ESTABLISHING AND MAINTAINING CONDITIONS WHICH WILL PROMOTE A HARMONIOUS RELATIONSHIP BETWEEN THE COMPANY AND EMPLOYEES COVERED BY THIS AGREEMENT AND TO PROVIDE METHODS FOR FAIR AND AMICABLE RESOLUTIONS OF DISPUTES WHICH MAY ARISE BETWEEN THEM AND TO PROMOTE AN EFFICIENT AND COMPETITIVE OPERATION.**

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

**ARTICLE 1 NATURE OF THE BARGAINING UNIT**

1.01 The Company recognizes the Union as the sole agent for the purpose of collective bargaining for "all employees of General Mills Canada Corporation, in the City of Winnipeg, in the Province of Manitoba, save and except for the Operations Manager, Team Leaders, office employees, laboratory employees, the Engineer, those above the rank of Team Leaders and those excluded by the Act."

1.02 The Company agrees to provide the Union, once a year or when changes are made, with a list of the names and classifications of all employees excluded from the Agreement.

## **ARTICLE 2**            **DEFINITIONS**

2.01                      The following words or terms shall mean the following:

- (a)    **Full-Time:** a full-time employee shall be an employee who is normally scheduled to work an average of not less than one hundred and fifty-six (156) hours in a four (4) week work period, while the Company operates on a Continental Shift or a person who is normally scheduled to work up to forty (40) hours per week consisting of five (5) eight (8) hour work days, while the Company is operating on a 5-day work week.
- (b)    **Part-Time:** a part-time employee shall be an employee who may be scheduled to work and be paid less than an average of one hundred and fifty-six (156) hours per four (4) week work period, while the Company operates on a Continental Shift or a person who is normally scheduled to work and to be paid less than forty (40) hours per calendar week, while the Company is operating on a 5-day work week.
- (c)    **Promotion:** Promotion shall mean the transfer of an employee within the bargaining unit to a higher level position of more responsibility as well as hourly wages.
- (d)    **Demotion:** Demotion shall mean the transfer of an employee to a lower level position of less responsibility as well as salary.
- (e)    **Layoff:** Layoff for an employee shall mean an employee who is dismissed from a normal work week because of lack of work.
- (f)    **Masculine or Feminine Gender:** When the masculine is used it shall also mean the feminine gender wherever applicable.
- (g)    **Plural and Singular:** When the plural is used it shall also mean the singular, wherever applicable.

## **ARTICLE 3**            **CONTRACTING OUT WORK**

3.01                      The Company will not contract out work customarily performed by bargaining unit employees on the Company's premises unless:

- (a)    plant employees are not qualified by reason of lack of skill or experience to do the work required; or
- (b)    the necessary tools or equipment are not available at the plant; or

- (c) such work cannot be completed by plant employees within required time limits.

3.02 At least seven (7) days before contracting out such work, the Company will meet with the Union to explain the kind of work to be contracted, why it is necessary to contract such work, and the approximate time which will be required to perform the work. The above notice will not be applicable in cases of breakdown or other exceptional situations requiring immediate attention.

Employees of the Company who are excluded from the bargaining unit will only perform work customarily performed by bargaining unit employees as follows:

- for purposes of training or instructing bargaining unit employees, or
- covering for absent employees when no bargaining unit employee is available to do the work. The call-in list must be exhausted.

#### **ARTICLE 4      UNION SHOP**

4.01 The Company agrees to retain in its employ within the bargaining unit, as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Company shall be free to hire or rehire employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall make application on the official membership application form within five (5) calendar days from the date of hire or rehire and become members within thirty (30) calendar days.

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

4.03 The Company agrees to forward Exhibit One, as attached to this Agreement, duly completed to the Union within ten (10) calendar days from the date of hire or rehire of the employee, as per Article 4.02 above. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Company.

4.04 The Company agrees to provide the Union once a month with a list containing the names and Social Insurance Numbers by email of all employees who have terminated their employment during the previous month.



4.05 The Company shall provide the Union with a list containing the current names, addresses, telephone numbers, Social Insurance Numbers, classifications and rates of pay of all bargaining unit employees in January and July of each year by email.

## **ARTICLE 5 DEDUCTION OF UNION DUES**

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

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

## **ARTICLE 6 PROBATIONARY PERIOD**

6.01 Except as indicated below, notwithstanding any other provisions of this Agreement, any employees who are hired by the Company to work twelve (12) hour days shall be on probation for their first forty (40) days (480 hours) in which work is performed. Maintenance employees shall be on probation for their first eighty (80) days (960 hours) in which work is performed.

Employees who work eight (8) hour days will be on probation for the first sixty (60) days (480 hours) in which work is performed or for maintenance the first one hundred and twenty (120) days (960 hours) in which work is performed.

For employees who work a combination of (12) and eight (8) hour shifts, or who work shifts of different hours, the applicable number of hours in which work is performed (Production: 480, Maintenance: 960) will be the standard.

Periods of light duty during which the employee's regular work is not performed do not count towards completion of the probationary period. The orientation period will be included in the probationary timelines outlined above for all shifts and positions.

6.02 The Company, at its discretion, may discharge any probationary employee within the applicable time limit as set forth in Article 6.01 above if said employee is deemed by the Company to be unsuitable for employment.

## **ARTICLE 7 HOURS OF WORK**

### **7.01 Work Week/Full-time Employees**

The normal basic work week for regular full-time employees shall be at least an average of thirty-nine (39) hours (not to exceed forty (40) hours) per week over a four (4) week scheduling period for a total of one hundred and fifty-six (156) hours, Sunday to Saturday when the company is operating on Continental shift or forty (40) hours to be worked in five (5) shifts at eight (8) hours per day from Sunday to Saturday.

### **7.02 Consecutive Hours of Work**

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

### **7.03 Work Week /One General Holiday**

In a week schedule in which one (1) general holiday occurs, the full-time employee's work week shall be reduced by one (1) day.

### **7.04 Work Week /Two General Holidays**

In a week schedule in which two (2) general holidays occur, the full-time employee's work week shall be reduced by two (2) days.

### **7.05 Posting Work Schedules**

The Company agrees to post a weekly work schedule for all employees covered by this Agreement not later than Wednesday noon for the following week. If such schedule is not posted by Wednesday noon for the following week, then the previous schedule shall apply for the following week.

The schedule of employees working full-time may be changed without notice in the event of an unscheduled absence of employees or in the event of an emergency such as a snowstorm, breakdown of machinery or other instances reasonably beyond the control of the Company. In all other cases at least forty-eight (48) hours' notice of change must be given or five (5) hours' additional pay at the straight time rate in lieu of notice.

Notice to part-time employees shall be given as far in advance as possible by the Company.

In the event of a revision to the schedule, the onus is on the Company to contact all employees by company email and phone impacted by a schedule change.

7.06                    **Time Clocks**

The Company shall provide a time clock (ETM) to enable employees to record their own time for payroll purposes. Employees will have access to their time information and can print it through the ETM system on company designated computers. Photocopies of time scanned records shall be forwarded to the Union office whenever a written request to do so is received from the Union. The Company will endeavor to have all clocks on its premises reflect the same time. In the event of a discrepancy the time clock will be considered the prevailing time.

7.07                    While the Company operates on a Continental Shift the Company agrees to post, by the end of November of each year, the scheduled Sundays being worked and the lieu days for the first six (6) months of the following calendar year. The remaining six (6) month schedule will be posted by March 15th, of each year.

**ARTICLE 8                    MEAL AND REST PERIODS**

8.01                    **Meal Periods (for shifts 10 hours or less)**

- (a)                    An employee working a daily shift of more than four (4) hours shall receive one (1) uninterrupted thirty (30) minute meal period without pay which shall be taken between three (3) and five (5) hours after their scheduled starting time.
- (b)                    There shall be no exceptions to the meal period. Times at which such meal periods are taken shall be scheduled by management.

8.02                    **Rest Periods (for shifts less than ten (10) hours)**

- (a)                    An employee working a daily shift of four (4) hours or less shall receive one (1) uninterrupted fifteen (15) minute rest period with pay.
- (b)                    An employee working a daily shift of more than four (4) hours but less than six (6) hours, shall receive one (1) uninterrupted fifteen (15) minute rest period, with pay, which shall be in addition to the uninterrupted meal period, without pay, that is provided for in Article 8.01 above.

- (c) An employee working a daily shift of six (6) hours or more, shall receive two (2) uninterrupted fifteen (15) minute rest periods, with pay, which shall be in addition to the uninterrupted meal period, without pay, that is provided for in Article 8.01 above.
- (d) Employees shall take their rest periods between one (1) hour after their scheduled starting time and one (1) hour before their meal period, and between one (1) hour after their scheduled meal period and one (1) hour before the end of their regular scheduled shift. Times at which rest periods are taken shall be scheduled by management.

8.03

**Rest Periods for Shifts of 10 Hours or More**

- (a) An employee working a daily shift of ten (10) hours but less than twelve (12) hours shall receive three (3) uninterrupted fifteen (15) minute rest periods with pay.
- (b) An employee working a daily shift of twelve (12) hours shall receive one (1) uninterrupted twenty-five (25) minute rest period with pay and four (4) uninterrupted fifteen (15) minute rest periods with pay. An employee who is scheduled to work a daily shift of twelve (12) hours and works for less than twelve (12) hours for any reason shall receive a twenty-five (25) minute unpaid lunch break.
- (c) Employees shall take their rest period no earlier than one (1) hour after their scheduled starting time and no later than one (1) hour before the end of their regular scheduled shift. In addition, rest periods will not be taken within one (1) hour of any other rest period. Times at which rest periods are taken shall be scheduled by management.

8.04

For those working 12 hour shifts only, all meal and break period calculations shall be made on actual time worked. In determining pay for meal and break periods, time taken on any shift as vacation shall be considered as time worked but time taken as bank time, sick time or time off without pay will not be considered time worked.

8.05

Employees who are required to work overtime shall, if said overtime is greater than one (1) hour in duration, have a meal supplied by the Company. The value of said meal shall be not less than ten (\$10.00) dollars per employee.

Employees shall receive a paid fifteen (15) minute rest period for every two (2) hours of overtime worked. Any employee who is working an eight (8) hour shift and is asked to work four (4) hours of overtime shall receive their breaks in accordance with Article 8.03 (b)

Employees called in to work overtime on their regular days off will be provided with an overtime meal if they are called in on the same day they work the overtime.

Employees scheduled, in writing, to work overtime on their days off will not be paid the overtime meal allowance unless their overtime on that day is one hour beyond their regular shift end time. I.e. An employee prescheduled to work a twelve-hour shift would be provided with the overtime meal only if their overtime shift is thirteen (13) hours or more.

8.06 All employees whose meal and/or rest periods are interrupted as a result of performing work required by the Company shall have the entire meal and/or rest periods rescheduled as soon as possible prior to the end of their shift. If the employee is unable to have their meal and/or rest period rescheduled, the employee shall receive an extra fifteen (15) minutes pay at their regular hourly rate of pay for each such rest period, and shall receive an extra thirty (30) minutes pay at their regular hourly rate of pay for each such meal period.

## **ARTICLE 9 OVERTIME**

9.01 (a) **Full Time Employees, (working 12-hour shifts)** - all time worked in excess of twelve (12) hours in any one (1) day or one hundred and fifty-six (156) hours in a four (4) week schedule period shall be paid for at time and one-half (1½) the employee's regular hourly rate of pay.

All time worked in excess of fourteen (14) hours or more on any one (1) shift shall be paid for at two (2) times the employee's regular hourly rate of pay.

(b) **Full Time Employees (working 8-hour shifts)** - all time worked by full-time employees who are scheduled eight (8) hours per day, in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid for at time and one-half (1½) the employee's regular hourly rate.

All time worked by full-time employees who are scheduled eight (8) hours per day, in excess of twelve (12) hours or more in any one (1) day shall be paid for at two (2) times the employee's regular hourly rate.

9.02 All time worked by regular full-time and permanent part-time employees on their scheduled day off shall be paid for at the rate of one and one-half (1½) times the employee's regular hourly rate for all time so employed with the exception of make-up shifts as outlined in Article 39.

- 9.03 (a) All employees, who for any reason whatsoever perform work on all or any portion of the general holidays designated (including the day scheduled in lieu of the original General Holiday) in Article 10 of this Agreement, shall be paid the regular hourly rate they would have received had they not worked plus an additional double (2) time said hourly rate for all such work performed on said general holidays. The 24 hour holiday period commences at the beginning of the employees regularly scheduled holiday shift.
- (b) Where a Full-Time employee works into a holiday or lieu day as part of their regular schedule, any overtime worked after their regularly scheduled shift ends shall be paid at double (2) time. Where a Part-Time employee works into a holiday or lieu day as part of their regular schedule, any overtime worked after their regular scheduled shift ends shall be paid at double (2) time if conditions for receiving overtime outlined in article 9.10 have been met.
- (c) Notwithstanding the wording in clauses (a) & (b) above, if an employee is given a day off work with pay in lieu of a particular general holiday, and then works on the actual date of that general holiday, the employee shall be paid for such hours worked at the rate of time and one half (1 ½) the employees regular hourly rate of pay.

9.04 All overtime must be authorized by Management.

9.05 For the purposes of overtime, all employees will be considered Line Operators. In the event that overtime occurs for the Line Operators, overtime shall be awarded by plant seniority, qualifications being sufficient, and subject to availability to work the entire overtime required.

9.06 Employees who sign up for overtime on their regular days off must do so in a minimum of six (6) hour segments for 12 hour shift, five (5) hour for a 10 hour shift, or minimum of four (4) hour segment for eight (8) hour shift. Such overtime shifts will be assigned by seniority preference from among all employees who work the overtime.

9.07 If overtime is required to fill a vacancy, overtime shall be by mutual agreement between the employees and the Company,

- (a) Daily overtime shall be awarded as follows:

First to the person on the job, second to the person who holds the backup posting, third by plant seniority on the same shift first, qualifications and skills being sufficient.

If no employee wishes to work the overtime, the Company shall assign the most junior qualified employee who is capable of performing the work. Management, in determining ability agrees to be fair and reasonable.

- (b) Additional unscheduled overtime shifts outside of the employee's regular scheduled days shall be awarded as follows:

By plant seniority, qualifications and skill being sufficient.

If no employee wishes to work the overtime, the Company shall assign the most junior qualified employee who is capable of performing the work.

- (c) Overtime will only be scheduled if an employee is not available to work the required shift as part of their regular hours of work. In the event a required additional shift results in an employee working more than one hour of overtime on such shift, the Company will offer that shift in accordance with (b) above.

9.08 Any employee scheduled to work on a Saturday which is not part of their regular schedule or any full-time employee scheduled to work on their scheduled day off shall be paid at the rate of time and one-half (1½) the employee's regular hourly rate of pay for all hours worked with the exception of make-up shifts as outlined in Article 40.

9.09 Any employee scheduled to work on a Sunday which is not part of the employee's regular schedule shall be paid double (2) time his or her regular hourly regular rate of pay for all hours worked with the exception of make-up shifts as outlined in Article 39.

9.10 All part-time employees (posted and non-posted) must work a minimum of 36, or 48 hours if their Production Sunday occurs in their normal weekly schedule, in any one week before overtime will be paid in that same week. Articles 9.08 and 9.09 are applicable only after thirty-six (36) or forty-eight (48) hours requirement has been met. In an 8 hour shift, 5 day workweek, overtime will be paid when the employee works more than forty (40) hours per week or more than 8 hours per day.

9.11 All time worked by any employee in excess of fourteen (14) hours or twelve (12) hours as outlined in 9.01(a) and (b) respectively will be paid for at the rate of two (2) times the employee's regular rate of pay.

9.12 An employee who is called at home to troubleshoot a maintenance issue/problem at the workplace shall receive a minimum of one (1) hours' pay at the applicable overtime rate or the length of time taken to complete that call, whichever is greater.

**Banked Overtime**

- (a) Compensating time off shall not be given in lieu of overtime pay unless the employee so chooses. Employees who wish to bank overtime must confirm same in writing to the Company between March 1st and March 15th and again between September 1st and September 15th of each calendar year. Employees shall be entitled to cancel their decision to bank overtime at any time. In such cases, the employee shall provide the Company with a written notice confirming same, and shall not be eligible to resume banking overtime until the following March 1st or September 1st, as the case may be.
- (b) Accumulated banked overtime hours shall be shown on the employee's weekly pay stub until implementation of the Workbrain System, at which point such information will be available for review through that System.
- (c) Banked overtime shall accumulate at the rate of one and one-half (1½) or two (2) hours of paid time off, as the case may be, for each hour of overtime worked. Employees shall only bank overtime exceeding one (1) hour. If overtime worked does not exceed one hour, such overtime shall be paid out.
- (d) Employees shall have the option of cashing in all or any portion of said banked overtime at any time he or she chooses. Banked overtime that is subsequently cashed in by an employee shall be paid to the employee at the regular hourly rate of pay said employee was being paid at that time. All banked overtime must be used or cashed in by the end of the calendar year in which it was earned, unless otherwise mutually agreed to between the employee concerned and the Company. Separate cheques will not be issued for banked overtime but, when paid out, the banked overtime amount will be itemized separately on the employee's pay record.
- (e) Subject to the following paragraph, each employee shall decide when his or her compensating time off is to be taken except that no such time off can be taken on the working day immediately preceding and following a general holiday without the prior approval of the Company.



Compensating time off shall be granted to employees on a first come first served basis. Seniority shall only apply and be the governing factor in situations where on the same day, too many employees put in a request to take compensating time off at the same time. A maximum of four (4) employees per day shall be entitled to use their banked overtime. These amounts may be increased from time to time at the discretion of the Company.

- (f) All banked time off requests must be submitted by the Monday of the week preceding the requested time off. The minimum amount of such time off that can be taken at any one time shall be four (4) hours. The Employer agrees to respond to the employee's request within twenty-four (24) hours. Should no response be given by the Employer, then permission for the time off will be deemed to have been granted
- (g) For the purpose of using banked overtime for regularly scheduled days off (excluding shut downs), each employee shall have the ability to use a maximum of forty (40) hours while working eight (8) hour shifts and forty-eight (48) hours while working continental shifts per calendar year. All other overtime banked shall be paid out to employees upon request. Should an employee want to take off more than the maximum hours off noted above per calendar year, a written request will be submitted to the Company for consideration and will be approved at the Company's discretion.
- (h) No requests for time banked time off for regularly scheduled days off, between April 15th – December 31st of each year will be approved until after the vacation planner has been finalized for the year. Once the planner has been finalized all requests will be granted on a first come first serve basis.
- (i) No employees will have the ability to request regularly scheduled days off (excluding shut downs) during the prime time vacation period for the use of banked overtime.
- (j) All employees hired after April 15, 2015 will not be eligible to bank overtime.

## **ARTICLE 10            GENERAL HOLIDAYS**

10.01            The following days shall be considered holidays for which regular full-time employees shall suffer no reduction in pay on account of the closing of the Company's business:

New Year's Day	Labour Day
Louis Riel Day	<b>National Day for Truth and Reconciliation</b>
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

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

Should any of these general holidays fall on a day other than a regular scheduled work day, an additional day off work with pay shall be given in lieu thereof.

When a general holiday (other than Christmas, Boxing Day or New Years Day) falls on a Monday, the Employer agrees that no employee will be scheduled to work on the preceding Sunday. In addition, those employees who are given a day off in lieu of the general holiday, will be given the Saturday off prior to the general holiday. For all other general holidays, the Employer agrees to meet with the Union Representative and/or the Shop Stewards to discuss which day(s) off will be given in lieu.

Subject to the above, when a General Holiday falls on an employee's regular day off, the Company and the Union agree that in addition to the week of the General Holiday, such day in lieu, can, if necessary, be scheduled either the week prior to or after such General Holiday.

10.02            In addition to the general holidays referred to in Article 10.01 above, all employees shall be entitled to take a floating holiday once per calendar year. Three **(3)** options will be presented by the Company **that is tied to a contractual General Holiday** will create **an extended** weekend. (Those working Saturday will have it off, and those working Monday will have it off.) The employees will vote on the three selections and the selection with the most votes will be the choice. This will commence for January 1, 2023. **Employees retiring prior to the floating holiday who provide at least 60 days' notice of their retirement will be paid for the floating holiday on their pay cheque.**

10.03            In order for an employee to qualify for a general holiday, the employee must not have been voluntarily absent from his or her scheduled work day prior to and following such holiday. Vacation or an authorized leave of absence does not disqualify an employee.

10.04 When a General Holiday occurs during an employee's vacation period, said employee will not be required to take a vacation day for that General Holiday if it is one which the employee would have received had (s)he been working.

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

All full-time employees who are normally scheduled to work twelve (12) hours per day shall receive twelve (12) hours' pay at their regular hourly rate of pay for each such general holiday.

10.06 All part-time employees who are normally scheduled eight (8) hours per day shall receive general holiday pay based on one-fifth (1/5) of their average weekly hours being paid, for each general holiday, and calculated using the hours worked in the last four (4) complete calendar weeks (excluding plant shutdown and other part-time vacations and absences for Workers Compensation) immediately prior to the week in which the general holiday occurs.

All part-time employees who are normally scheduled to work the continental work week up to twelve (12) hours per day shall receive general holiday pay for each general holiday, based on the following calculation:

- one-thirteenth (1/13) of their total hours worked in the last four (4) complete calendar weeks (excluding plant shutdown and other part-time vacations and absences for Workers Compensation) immediately prior to the week in which the general holiday occurs. I.e. An employee who worked 24 hours in the fourth week prior to the general holiday, 36 hours the third week prior to the general holiday, 27 hours the second week prior to the general holiday week, and 36 hours in the first week prior to the general holiday for a total of 123 hours in the four week period would be paid 9.46 hours (123 divided by 13) at their regular rate.

## **ARTICLE 11**      **MINIMUM CALL-IN**

11.01 No employee shall be scheduled and/or called in to work less than four (4) hours in any one (1) shift when working an 8 hour schedule, or six (6) hours in any one (1) shift when working a 12 hour schedule. If no work or insufficient work is available, said employee will be paid the applicable four (4) or six (6) hours noted above at their regular hourly rate of pay. Employees will be eligible for minimum call-in pay, unless the Company has contacted the employee at all contact phone numbers provided via phone or text message at least one-hour prior to the scheduled start of the employees shift.

11.02 Employees who do not provide the Company with their home telephone number, or with another telephone number where they can be reached when away from work for those employees who do not have a telephone, may be by-passed for call-ins if the Company has made every reasonable attempt to contact them but was unable to do so. Employees may provide the Employer with up to two (2) phone numbers where they can be reached.

## **ARTICLE 12 RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS**

12.01 Any employee relieving another employee in a higher paid classification for two (2) or more hours per daily shift shall receive the higher rate of pay of said classification for all time so employed.

12.02 Any employee relieving an employee in a lower paid classification will not have their wages reduced during said relieving.

12.03 Any employee relieving a person outside the scope of this Agreement for more than eight (8) hours (if the employee is normally scheduled eight (8) hours) or twelve (12) hours (if the employee is normally scheduled twelve (12) hours) in any one (1) month shall receive a minimum of two (\$2.00) dollars per hour in addition to his or her regular hourly rate for all time so employed.

12.04 Any employee capable of performing another employee's work shall do so if requested.

## **ARTICLE 13 VACATIONS WITH PAY**

13.01 (a) Full-time employees who are normally scheduled eight (8) hours per day who, on January 1st of each year, have less than one (1) year of continuous service, shall receive an amount equal to four (4%) percent of their total gross earnings paid during the period of employment for which no vacation allowance has been paid up to January 1st. Said employees shall be allowed one (1) day of vacation time off without pay for each completed month of employment to a maximum of ten (10) such days off, all of which shall be taken during the months of May 1st to September 30th inclusive, unless otherwise mutually agreed to between the employee and the Company.

(b) Full-time employees who are normally scheduled twelve (12) hours per day who, on January 1st of each year, have less than one (1) year of continuous service, shall receive an amount equal to four (4%) percent of their total gross earnings paid during the period of employment for which no vacation allowance has been paid up to January 1st. Said employees shall be allowed point seven five (.75)

day of vacation time off without pay for each completed month of employment to a maximum of seven (7) such days off in a four (4) week scheduled period, all of which shall be taken during the months of May 1st to September 30th inclusive, unless otherwise mutually agreed to between the employee and the Company.

13.02 Full-time employees who, on January 1st of each year, have one (1) year of continuous service but less than three (3) years of continuous service, shall receive two (2) weeks' vacation which shall be paid at the greater of their regular hourly rate of pay, or four (4%) percent of their total annual gross earnings paid during the previous calendar year ending December 31st as shown on their T-4 tax form.

13.03 Full-time employees who, on January 1st of each year, have three (3) years but less than eight (8) years of continuous service, shall receive three (3) weeks of vacation which shall be paid at the greater of their regular hourly rate of pay, or six (6%) percent of their total annual gross earnings paid during the previous calendar year ending December 31st as shown on their T-4 tax form.

13.04 Full-time employees who, on January 1st of each year, have eight (8) years but less than sixteen (16) years of continuous service, shall receive four (4) weeks of vacation which shall be paid at the greater of their regular hourly rate of pay, or eight (8%) percent of their total annual gross earnings paid during the previous calendar year ending December 31st as shown on their T-4 tax form.

13.05 Full-time employees who, on January 1st of each year, have sixteen (16) years but less than twenty (20) years of continuous service, shall receive five (5) weeks of vacation which shall be paid at the greater of their regular hourly rate of pay, or ten (10%) percent of their total annual gross earnings paid during the previous calendar year ending December 31st as shown on their T-4 tax form.

13.06 Full-time employees who, on January 1st of each year have twenty (20) years or more of continuous service, shall receive six (6) weeks of vacation which shall be paid at the greater of their regular hourly rate of pay or twelve (12%) percent of their total annual gross earnings paid during the previous calendar year ending December 31st as shown on their T-4 tax form. The sixth week of vacation may only be taken between October 1st and April 30th of the next year unless other weeks are available after other employees have booked their weeks in prime time.

13.07 Full-time employees who are paid for less than seven hundred and fifty (750) hours in a calendar year shall only be entitled to vacation pay in an amount equal to four (4%) percent, six (6%) percent, eight (8%) percent, ten (10%) percent, or twelve (12%) percent as the case may be, of their total wages earned during that time period.

13.08 Full-time employees shall receive their vacation pay, itemized separately from their normal earnings, by direct deposit on their regular payday. Single day vacation payouts will be included on regular pay cheques and will be itemized on the employee's pay statement.

13.09 Employees entitled to two (2), three (3), four (4), five (5), or six (6) 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, ten (10%) percent, or twelve (12%) percent as the case may be, of their total wages earned during the period of employment for which no vacation allowance has been paid.

13.10 The vacation period, referred to as prime time, shall be between, May 1st to September 30th, of each year, unless otherwise mutually agreed to between the employee and the Company.

13.11 The Company agrees to grant vacations with pay to full-time employees consecutively, unless the employee requests to have his or her vacation broken up.

13.12 The Company agrees to post a list of the employees' number of weeks of vacation entitlement by March 1st of each year so as to enable employees to **record their preferred vacation into the ETM system**. Employees shall have until April 1st of each year to **record their preferred vacation into the ETM system** during the period from May 1 through December 31. On April 15th of each year the Company shall post a finalized vacation schedule which cannot be changed by the Company except at the request of the employee. Employees who wish to take their vacations prior to April 30th shall be entitled to do so and in such case must notify the Company in advance but no earlier than November first (1st) of the year prior of all such time off required from January 1st up to and including April 30th.

**Maintenance employees will be required to work during the annual plant shutdown of five (5) calendar days or more. Approved Maintenance vacations will not be cancelled if the plant shutdown timing changes after vacation selection is completed. Maintenance vacation requests for the annual plant shutdown week will be approved or declined at least 30 days prior to the annual plant shutdown.**

Vacation shall be by shift, by seniority. **No less than three (3) Operations employees** per day crew and three (3) **Operations** employees per afternoon crew and two (2) **Operations** employees per night crew to be allowed on vacation at any one time during May 1st to September 30<sup>th</sup>. No less than two (2) **Operations** employees per day crew and two (2) **Operations** employees per afternoon crew and two (2) **Operations** employees per night crew shall be granted time off (vacation, banked time days) outside of prime time. **No less than one (1) Maintenance employee per day shall be allowed on vacation at any one time.** In the case of employees selecting the

same vacation periods, seniority and operational requirements shall prevail and management, after discussion with the employees concerned, shall reassign another vacation time to the junior employee.

In the event that the employer returns to twelve (12) hour shifts, vacation shall be by shift, by seniority, with no less than three (3) **Operations** employees per day crew and two (2) **Operations** employees per night crew to be allowed on vacation at any one time during May 1st to September 30th. No less than two (2) **Operations** employees per day crew and two (2) **Operations** employees per night crew, shall be granted time off outside of prime time. **No less than one (1) Maintenance employee per day shall be allowed on vacation at any one time.** In the case of employees selecting the same vacation periods, seniority and operational requirements shall prevail and management, after discussion with the employees concerned, shall reassign another vacation time to the junior employee.

In the event a period of vacation during July, August, Spring Break (currently last week of March) is properly awarded and subsequently abandoned by the employee, the abandoned week(s) will be offered to the senior employee who does not have vacation booked during those time frames. Employees who abandon their vacation will only be allowed to reschedule their unused vacation on a first come, first serve basis with all other employees.

13.13 The Company may schedule annual vacation to a maximum of two (2) weeks during any plant shutdown three (3) weeks or less and three (3) weeks for any plant shut down, four (4) weeks or more, which occurs in the last week of June through the first week of September, provided that employees may in unusual circumstances take a lay off in lieu of vacation. Employees will be notified of the Employer's intent to implement a shutdown in July or August by no later than March 15th of each year. In the event an employee has insufficient vacation time, for the entire plant shutdown, **banked time or** a layoff will be issued for the balance of the shutdown. Should a plant shutdown occur other than in July or August the current practice of allowing employees the option to take unused vacation time, banked time, days off or a layoff will continue.

13.14 **For maintenance employees should vacation time be made available during a shutdown it will be offered by seniority.**

13.15 If a full-time employee becomes confined to his or her home or in the hospital due to a serious illness or injury while on vacation, the employee may file a claim for paid sick leave and/or weekly indemnity benefits and the balance of the employee's vacation will be rescheduled following the employee's return to work.

13.16 Paid vacations shall not be carried over from year to year unless prior written approval to do so has been received from the operations manager or his or her designate.

**13.17** Part-time employees who, on January 1st of each year, have less than three (3) years of service with the Company, shall receive vacation pay in the amount of four (4%) percent of their total gross earnings.

**13.18** Part-time employees who, on January 1st of each year, have three (3) years or more but less than eight (8) years of service with the Company, shall receive vacation pay in the amount of six (6%) percent of their total gross earnings.

**13.19** Part-time employees who, on January 1st of each year, have eight (8) years or more but less than sixteen (16) years of service with the Company, shall receive vacation pay in the amount of eight (8%) percent of their total gross earnings.

**13.20** Part-time employees who, on January 1st of each year, have sixteen (16) years or more, but less than twenty (20) years of service with the Company, shall receive vacation pay in the amount of ten (10%) percent of their total gross earnings.

**13.21** Part-time employees who, on January 1st of each year have twenty (20) years or more of service with the Company, shall receive vacation pay in the amount of twelve (12%) per cent of their total gross earnings.

**13.22** Part-time employees shall receive their vacation pay, itemized separately from their normal earnings, on the payday prior to the start of their vacation unless otherwise requested by the employee. Single day vacation payouts will be included on regular pay cheque and will be itemized on the pay statement. Upon two (2) weeks' notice a part-time employee may request a full vacation pay out. In the event an employee has not taken vacation or vacation pay during the calendar year, all unpaid vacation pay will be paid out the first full pay period following the end of the calendar year.

**13.23** Upon written request of the employee, the Company agrees to grant time off for vacation purposes, without pay, to part-time employees based on the full-time employees' schedule of vacation entitlement and operational requirements.

**13.24** A part-time employee proceeding to full-time employment, shall be credited with the length of continuous service with the Company 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.

**13.25** Once every three (3) years an employee will be allowed to carry over up to two (2) weeks' vacation to the following year provided the employee notifies the Company in writing at least ninety (90) days in advance of his/her vacation in one (1) year of his/her desire to carry over up to two (2) weeks' vacation to the following year. Carried over vacation may not be taken during prime time



## **ARTICLE 14                    MANAGEMENT'S RIGHTS AND FUNCTIONS**

14.01                    The management of the Company and the direction of the working force, including the right to plan, direct and control plant operations, to maintain the discipline and efficiency of the employees and to require employees to observe reasonable rules and regulations, to hire, terminate, lay off or assign employees working hours, to transfer, promote, demote, discipline or suspend employees for just cause, are the functions of management, subject to the terms of this Collective Bargaining Agreement.

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

14.03                    The Company shall be the sole judge as to the merchandise to be handled in its plant.

14.04                    The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

## **ARTICLE 15                    SAFETY AND HEALTH**

15.01                    The Company agrees to a joint Labour/Management Safety and Health Committee which shall meet monthly and shall inspect the workplace and the operations conducted therein in preparation for regular meetings.

Any member of the Committee may call a special meeting when he or she feels a situation exists that endangers the health or safety of employees.

All decisions made at the Safety Committee meetings shall be put into effect within a reasonable amount of time as agreed within committee.

15.02                    The Labour/Management Safety and Health Committee shall be comprised of a minimum of four (4) persons, consisting of a minimum of two (2) who shall be appointed by and represent the Union and a minimum of two (2) who shall be appointed by and represent the Company.

15.03                    Employees shall be paid by the Company for all time spent in attendance during these Labour/Management Safety and Health Committee meetings and Safety inspections. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office shall also be e-mailed or faxed a copy of these minutes. 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. The meetings shall consist of no fewer than four (4) or no more than twelve (12) persons, of whom at least one half (1/2) shall be persons representing workers who are not associated with the management of the workplace.

15.04                   The Company agrees to provide two (2) scheduled work days' time off, with pay, to a maximum of twenty-four (24) hours, per member each year, for the purpose of allowing members of the bargaining unit to attend safety and health seminars, and courses or conferences for job improvements. The time and scheduling of this time off is to be mutually agreed upon between the Company and the Union.

15.05                   In situations where an employee believes that a safety and/or health hazard exists, the employee shall first report his or her concerns to the appropriate supervisor and, where practicable, a worker member of the 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 work until such time as a person from the appropriate government agency dealing with safety and health matters has come to the Company's operations to inspect the concerns firsthand. During this time period the employee shall continue to be paid as long as said employee performs other tasks assigned.

## **ARTICLE 16           NOTICE OF LAYOFF/SEVERANCE PAY**

16.01                   The Company will give employees two (2) week's notice in the event of a layoff and will give employees six (6) weeks' notice or six (6) weeks' pay in lieu of notice (or such longer period as may be required by Legislation) for plant closure. Copies of all layoff notices shall be forwarded to the Union office at the same time that they are being issued to the employees.

16.02                   Any employee who is terminated due to the permanent closing of the Company's operation or any portion of their operation, or any employee who is terminated because his or her job has become redundant, or any employee who is terminated because of the Company's decision to downsize their operation, shall receive severance pay in the amount of forty (40) hours' pay at the employee's regular hourly rate of pay for each twelve (12) months of employment with the Company.

16.03                   In the event of a permanent plant closure, the Company agrees to meet with the Union to negotiate the Company contribution to a Worker Adjustment Program.

## **ARTICLE 17           PAYMENT FOR MEETING ATTENDANCE**

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

17.02                   Any employee who attends a meeting outside of his or her assigned working hours shall be paid the greater of time actually spent at the meeting or two (2) hours' pay. All such compensation shall be paid for at the employee's appropriate hourly rate of pay.

## **ARTICLE 18                    STRIKES AND LOCKOUTS**

18.01                    It is mutually agreed that there shall be no strikes, no lockouts, stoppages of work or slowdowns during the life of this Agreement.

## **ARTICLE 19                    UNION REPRESENTATIVE'S VISITS**

19.01                    After first notifying the plant manager or his or her designate, duly authorized full-time representatives of the Union shall be entitled to visit all areas of the Company's operations for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. Where possible, a Union Shop Steward shall be entitled to accompany the full-time Union representative at all times during such visits and all such time spent by the Shop Steward shall be considered as time worked.

19.02                    The interview of an employee by a full-time Union Representative shall be permitted, after notifying the employee's supervisor or his or her designated representative, and shall be:

- (a)                    carried on in private in a place within the Company's premises designated by management;
- (b)                    held whenever possible during the lunch period or rest periods. However, when this is not practical;
- (c)                    held during the employee's working hours. Time taken for such interview shall be limited to twenty (20) minutes, and with the approval of management such interview may be longer than twenty (20) minutes but time taken in excess of twenty (20) minutes shall not be on the Company's time; and
- (d)                    held at such times as shall minimize interference with the Company's operation.

## **ARTICLE 20                    SHOP STEWARDS**

20.01                    The Company agrees to recognize two (2) Shop Stewards per crew on a continental shift and on a 5 day/ 8 hour/day shift schedule, two (2) Shop Stewards on day shift, two (2) Shop Stewards on afternoon shift and one (1) Shop Steward on night shift. All stewards shall be appointed and/or elected by the Union for the purpose of overseeing the terms of the Collective Bargaining Agreement being implemented and for the purpose of presenting complaints and grievances to the Plant Manager or his or her designate.

Should the Company switch from one type of shift schedule to another and it results in more stewards than noted above on any one shift and/or crew, said stewards will stay on as shop stewards and will only be removed through resignation or if an election is held by the Union.

20.02                    The Company agrees not to discriminate against any member of the Bargaining Unit and/or Shop Steward, for exercising their rights under the terms of the Collective Agreement and presenting grievances.

20.03                    Shop Stewards shall be allowed time off with pay, during regular working hours, for the purposes of investigating any grievances or potential grievances. All such time off must first be approved by the plant manager or his or her designate and shall not be unreasonably denied.

20.04                    Shop Stewards will be allowed to wear Shop Steward badges while on duty. Said badges shall be made of cloth and shall be permanently sewn on the work clothes of each Shop Steward.

## **ARTICLE 21                    JOINT LABOUR MANAGEMENT COMMITTEE**

21.01                    The parties agree to a Joint Labour Management Committee comprised of the Shop Stewards and management representatives (the number not to exceed the number of Union Stewards on the committee). The committee shall meet on a quarterly basis or more frequently as may be required.

21.02                    The Joint Labour Management Committee will discuss items of mutual concern, but not Union grievances which have already been filed. Where possible the parties will each submit the items they wish to discuss prior to the meeting.

21.03                    The Joint Labour Management Committee will discuss the issue of creation of full-time or unposted full-time jobs, on an as-needed basis.

21.04                    Minutes of the meeting will be kept and distributed to the members of the committee and the Union. The Union Representative will be entitled to attend Joint Labour Management meetings.

## **ARTICLE 22                    LEAVES OF ABSENCE**

### **22.01                    Convention/Conference/Education Leave**

Upon receiving a written request from the Union, 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 Company providing said leave does not unreasonably affect the operation of the Company. Time off shall not be

granted to more than two (2) employees at any one time unless otherwise mutually agreed to between the Company and the Union and the duration of any such leave shall not exceed ten (10) calendar days per occasion. The Union shall give the Company written notice not less than two (2) weeks before the requested leave is to commence.

22.02                    **Union Leave**

A leave of absence to attend to Union business shall be granted to an employee. Three (3) weeks' advance notice shall be given to the Company indicating that such leave is required and unless otherwise agreed to by the Company, no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Company and the Union.

22.03                    **Personal Leave**

The Company agrees to grant any employee with one (1) year or more of service, up to three (3) months extended leave of absence without pay. Said leave of absence may be added to the employee's vacation with pay and/or an employee's banked time, and shall not be granted more often than every three (3) years. Such leave will be determined on a first come, first served basis, but in no event will the leave be unreasonably denied.

Extended leave as indicated above will not preclude employees from taking short term or casual leaves of absence of less than three (3) weeks, with permission, more often than once every three (3) years.

Leaves of absence combined with vacation will not exceed a total maximum of three (3) months nor will they be taken during prime time.

22.04                    **Negotiation Leave**

The Company agrees to allow three (3) employees time off with pay to a maximum of three (3) days each for the purpose of attending negotiations for the renewal of the Collective Agreement. The Company shall pay one (1) day's pay at regular rate to said employees for each such day they are required to be in attendance at negotiations. Additional days off without pay for such purposes shall be granted to said employees.

22.05                    When employees are off on Union Leave under Articles 22.01, 22.02, or 22.04, they will be paid as if they had worked and the Union will then be billed accordingly for those portions which are not required to be paid by the Employer.

22.06                    **Witness Leave**

Employees required to appear in Court as a witness on behalf of the Crown or Company will be paid wages amounting to the difference between the amount paid them for witness fees and the amount they would have earned had they worked on such days.

22.07                    **Jury Duty Leave**

On presentation of court documentation, any employee who must serve as a juror, shall be paid the difference between his or her regular wage and the amount of compensation received from the court. This procedure shall apply for each day that the employee is required to act as a juror.

22.08                    **Bereavement Leave**

All employees shall be granted **two (2)** days off work with pay in the event of the death of an aunt, uncle, or **one (1) day** to perform an official function at a funeral of a relative not covered by this article.

All employees shall be granted time off work with pay to a maximum of three (3) consecutive scheduled work days within the next thirty (30) calendar days, in the event of death in the immediate family. The term immediate family shall mean brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, or sister-in-law.

All employees shall be granted time off work with pay to a maximum of the employee's scheduled workweek in the next thirty (30) calendar day period in the event of death of a spouse, common law-spouse of same or opposite sex, fiancé, parent, stepparent, child, stepchild, common law child, or adopted child.

Employees shall not be required to attend the funeral in order to be eligible to receive bereavement time off with pay.

In the event the funeral is held outside of a two hundred (200)-kilometre radius from the City of Winnipeg, employees will receive an additional one (1)-travel day with pay providing the employee attends the funeral.

In the event that an Employee is notified at work of the death of any of the aforementioned individuals, with the exception of aunts or uncles, the Employee will receive the rest of the day off with pay.

Employees may request additional unpaid days as necessary, or employees may be allowed to access vacation, banked days off or sick days if the employee wishes additional time off, with pay.

At no time will an employee be required to provide a death certificate to be eligible for bereavement leave with or without pay.

Employees may request additional unpaid days as necessary, or employees may be allowed to access vacation, banked days off or sick days if the employee wishes additional time off, with pay.

At no time will an employee be required to provide a death certificate to be eligible for bereavement leave with or without pay.

#### 22.09 **Maternity Leave**

A female employee shall be granted a maternity leave of absence by the Company. Said employee shall be re-employed by the Company after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave. The employee must give the Company a minimum of two (2) weeks' notice in advance of the day she intends to return to work. She must provide the Company with a doctor's certificate, certifying her to be medically fit to work. In case of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, providing such request is accompanied by a doctor's certificate setting out the nature of the complications. Seniority shall accrue during a maternity leave of absence and benefits accumulated prior to said leave shall be maintained.

Maternity leaves of absence shall be without pay except for accumulated paid sick leave and/or Weekly Indemnity benefits (or similar benefits) required because of a medical condition directly attributable to pregnancy, which shall be granted to employees under the same conditions as these benefits are granted to other employees.

#### 22.10 **Parental Leave**

##### (A) **Entitlements**

Every employee

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

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to **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 will decide when his or her parental leave is to commence and, where possible, will take said leave at a time that is mutually agreeable to the Company 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 Company 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 Company shall be granted, parental leave under this article for the portion of the leave period that remains at the time the application is made.

(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.

22.11 **Paternity Leave**

The Company agrees to grant male employees one (1) day off with pay paternity leave, to be taken on or after the birth of their child, at the employee's discretion. The Company also agrees to grant time off without pay, up to seven (7) calendar days to said employees, if they so desire. Paternity leave shall be in addition to any parental leave the employee may be entitled to.



**Compassionate Care Leave**

In the event an employee has a family member (spouse, child, parent, including common law spouse and child or parent of a spouse or common law spouse), who requires compassionate care [as defined within this section], employees may request time off for compassionate care purposes and if so, shall be granted a leave of absence or absences which shall not exceed eight weeks in total, in accordance with the following:

- (a) The employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) The employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) The employee may take no more than two (2) periods of leave totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For the employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
  - A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
    - (i) the day the certificate was issued, or
    - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
    - (iii) the family member requires the care or support of one (1) or more family members.
- (e) The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (f) The Employer will provide the paperwork necessary for employees to access Employment Insurance funds.
- (g) In the event that the death of the family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 22.08 of this collective agreement.

22.13 Both the employee's request and the Company's decision concerning any requested leave of absence shall be in writing. **The employee may not submit any leave of absence request more than four (4) months prior to the requested leave commencement date.** The Company's decision shall be issued as soon as possible but no later than one week from the employee's request.

## **ARTICLE 23 SENIORITY**

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

When employees are hired on the same day, seniority will be determined by shift start time, then alphabetically commencing on the first day of working on production.

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

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

- (a) is duly discharged by the Company and not reinstated through the Grievance and Arbitration Procedure of this Agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of eighteen (18) months or is called back to work after a layoff and does not return to work within fourteen (14) calendar days of receiving a registered letter sent to his or her last known address;
- (d) is absent from work without a written leave of absence for more than three (3) consecutive working days unless a satisfactory reason is given by the employee. Sickness or inability to communicate with the Company shall be considered a satisfactory reason;
- (e) fails to return to work on the completion of an authorized leave of absence, unless a satisfactory reason is given.

23.04 Seniority shall be the governing factor in matters of promotion, awarding of a new position or vacant position, and relieving another employee in a higher or equally paying classification, providing the employee has the ability to be able to do the normal requirements of the job as determined by the Company. The Company in determining ability agrees to be fair and reasonable.

**For matters of promotion, awarding a new position or vacant position, there will be two types of vacancies: Select Positions and Bid Positions.**

**1. Select Positions include the following job classifications:**

- a. Line Lead**
- b. Shipper**
- c. Robotic Operators**

**When the Company creates a new position, the Company will meet and confer in good faith with the Union as to whether the position will be considered a Select Position or a Bid Position. A Select Position will be required to be materially different from all current bid positions and shall include one or more of the following elements: technical proficiency, specialized certifications or other special skills or unique abilities. Should the parties not come to an agreement the matter will be heard by one of the listed Arbitrators in Article 31.01**

**2. Line Leads: Vacancies shall be filled using qualifications as assessed by the Company as the primary criteria as follows:**

- a. The Company will evaluate the job applicant's qualifications by considering in the Company's good faith judgment, the skill, ability, experience, demonstrated performance, work record, leadership qualities, seniority, and where applicable, the education, licensure and/or certification necessary to satisfactorily perform the work for which the Company is considering the employee.**
- b. Process - The company will review the candidates' work records and may also conduct interviews to determine which candidate is best qualified.**

**3. Shipper and Robotics Operators: Vacancies will be filled first using the most senior qualified employee who successfully bids into the position and successfully completes the trial period as per Article 23.05. Should the senior candidate not successfully complete the trial period, the next candidate will be selected by the Company using the criteria outlined in paragraph 2(a) above.**

**4. Bid Positions – All jobs under this agreement not listed above as Select Positions shall be awarded by using seniority as the governing factor.**

23.05 Employees accepting a promotion or transferring to another classification shall be given a fair trial period under such circumstances, and shall be returned to their former position if they are unable to perform the new assignment satisfactorily. A fair trial period will be up to fourteen (14) working days (168 hours) for employees working 12-hour shifts or twenty-one (21) working days (168 hours) for employees working eight (8) hour shifts. In certain situations, at the company's discretion, the trial period may be extended. At the completion of the trial period, it is agreed that the position will be permanently awarded as per article 24.03.

23.06 Employees who voluntarily agree to do so, shall be entitled to exercise their seniority to exchange their daily assigned shifts with other employees who also voluntarily agree to do so. Under such circumstances, the employees involved must be able to perform the normal functions of the work involved and must also receive prior approval from management. Such approval shall not be unreasonably denied.

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

23.08 Seniority for full-time employees shall apply among full-time employees and it is agreed that all full-time employees shall have seniority over all part-time employees. **Permanent part-time** employees will have seniority only over other part-time employees.

23.09 Full-time employees with one (1) or more years of full-time seniority, who are reduced to part-time by the Company, shall be placed at the top of the part-time seniority list. Full-time employees with less than one (1) year of service who have no continuous part-time service with the Company shall retain their full-time seniority date in the event they are reduced to part-time.

Full-time employees who reduce themselves to part-time shall be slotted in on the part-time seniority list in accordance with their most recent date of hire.

23.10 A part-time employee who becomes full-time for a period of less than one (1) year and who is reduced to part-time by the Company shall retain his or her original part-time seniority date.

23.11 No full-time employee shall be laid off and/or reduced to part-time status if such lay-off or reduction into part-time would result in replacement of the full-time hours by part-time employees. In addition, part-time employees cannot be employed or scheduled to an extent that it results in displacement or prevents the hiring of full-time employees. However, this does not indicate that the Company will combine jobs which would require re-defining job descriptions.

23.12 No new employees shall be hired by the Company as long as there are qualified part-time employees who are able and willing to perform the work required, or as long as there are employees who are on layoff status who are able and willing to perform the work required.

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

23.14 When a part-time employee who is normally scheduled at least one hundred and fifty-six (156) hours in a four (4) week schedule period for a period in excess of twenty (20) weeks (with the exception of those on a temporary posting), full-time status will be posted and awarded as per Article 23 & 24.

23.15 If the most senior part-time employee is requested to assume a full-time position and cannot for any reasons, he/she would then forfeit their right, at a later date, to bump the next most senior part-time employee who filled said full-time position. Should another full-time position become available, at a later date, the most senior part-time employee would then be given the first opportunity to assume the full-time position based on their part-time seniority.

23.16 Daily available hours of work for part-time employees will be given to the most senior employee first and thereafter in decreasing order of seniority, providing the employee is available to work the hours. **Part-time employees must be available to work at least two (2) shifts per week.**

23.17 The Company agrees to give two (2) weeks' notice prior to changing an employee's status from full-time to a part-time basis. The Company, when reducing hours of work, agrees they will not reduce the regular scheduled hours of a full-time employee for the purpose of replacing such hours with part-time help.

23.18 The Company shall provide the Union in January and July of each calendar year, with an up-to-date seniority list of all full-time and all part-time employees covered under the terms of the Collective Agreement. Copies of the seniority lists shall also be given to the Shop Stewards and a copy shall be posted on the bulletin board located on the Company's premises.

23.19 During prime time, the Company will establish temporary "vacation relief" part-time positions. These positions will be guaranteed a minimum of 24 hours of work per week, and must be available a minimum of three (3) days during the week (Monday to Friday) and weekends. Only current part-time employees at the time of posting will be eligible. Article 23.14 will not apply to temporary "vacation relief" part-time positions.

## **ARTICLE 24      JOB POSTING**

24.01                    When a permanent full-time or posted part-time vacancy occurs, or when a new full-time or posted part-time position is created, notice shall be posted on the appropriate bulletin board for a period of five (5) working days. This notice will be posted within five (5) working days of the vacancy occurring. A vacancy is deemed to have occurred when a position has been permanently awarded as per Article 24.03, or the date an employee leaves the Company.

                              In the event the Employer is not filling the vacancy or in the process of reviewing or changing the vacancy, the Union will be notified and a memo shall be posted with reasons within five (5) days of the vacancy occurring.

                              A copy of the job posting, along with the name of the successful applicant will be sent to the Union when the job is awarded, with a copy to the successful applicant and the Shop Steward.

                              The notice shall set out qualifications, classification, shift, days to be worked and the effective date of the position.

24.02                    The job shall be tentatively awarded by seniority pursuant to Article 23.04 of the Collective Agreement. Such tentative award shall occur within five (5) working days following the end of the posting period.

24.03                    The job will be permanently awarded following the successful completion of the trial period. Under no circumstances will the job be permanently awarded longer than three (3) calendar months following the tentative awarding of the job posting. The successful applicant will be immediately moved to their new job and the vacated position will be filled by back up. In the event there is no back up, employees will be moved to their new position by no later than the training period as outlined in Article

23.05                    If it is still not possible to move the employee due to extenuating circumstances beyond the Company's control, the Company agrees to meet with the Shop Stewards and/or Union Representative to discuss the matter and achieve a solution. The process for tentatively and permanently awarding job postings must be in writing.

                              When an employee is promoted to a classification with a higher rate of pay and the employee is not moved to their new position within the trial period as outlined in Article 23.05, they shall begin to receive the higher rate of pay at the expiration of the trial period. Should the employee assume their new position within the trial period, they will begin to receive the higher rate of pay immediately upon assuming the position. When an employee is permanently awarded a position they will be required to remain in said position for a period of twenty-four (24) months. Twice (2) during the twenty-four (24) month period an employee may continue to bid into vacant positions but once the employee has been offered two (2) bids during the twenty-four (24) months, the employee may not sign any additional bids. Once an employee has successfully completed their

trial period the twenty-four (24) month window resets and the employee has restored the ability to be awarded two (2) bids. If any employee does not accept an awarded bid, or does not successfully complete the trial period that will count as using one (1) of their bids. Regardless of time in position, employees will be allowed to bid on a Line Lead position.

24.04 Employees who will be off work for an extended period of time may provide a letter to the Company indicating their desire to bid for a position that becomes vacant or available. The employee will indicate which classification, shift, and days to be worked they would like to be considered for. Such letter by an employee will be considered as an application for any posting which occurs during the employee's leave of absence. Following the completion of a leave of absence, the "pre-bid" letter will cease to be applicable.

24.05 Any temporary vacancy extending beyond sixty (60) calendar days will be posted and filled in accordance with this Article. Extended leaves where the Company has advance notice will be posted immediately. The employee who is awarded the temporary position will remain in that position until such time as the person on leave is fully re-trained for the job and can demonstrate through tests of knowledge and hands on demonstration that they are fully capable of performing the job functions. Training for the employee returning from the leave must start as soon as possible but no later than 30 days from the date of return.

## **ARTICLE 25            TECHNOLOGICAL CHANGE**

25.01 Technological change includes the introduction by the Company of a change in its work undertaking or business, or a change in its equipment or material from the equipment or material previously used by the Company, or a change in the manner in which the Company carries on its work, undertaking or business related to the introduction of such equipment or material.

25.02 Except as provided below, the Company agrees that no employee shall be terminated in the event of any technological change introduced by the Company. All permanent reductions in staff shall be done through attrition, or as outlined in Article 25.04 below.

25.03 Any reduction to part-time that may occur in the event of technological change shall be done in accordance with Article 23 of the Collective Agreement.

25.04 Any full-time employee who refuses part-time employment due to technological change shall be considered to have terminated employment with the Company and shall be entitled to severance pay in accordance with Article 16 of the Collective Agreement.

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

25.06 **Bumping**

- (a) All employees affected by technological change will be given opportunity for training for positions remaining in the workplace in accordance with their seniority, even if it means a senior employee bumping a junior employee in a higher paying classifications, subject to their having the ability to perform the normal functions of the job, a fair trial period of up to fourteen (14) working days (or twenty(20) working days for employees working eight (8) hour shifts), and only being able to “bump” once. If the affected employee is not successful in the position they bumped into, such employee may bid into a vacant position or be reduced to part-time in accordance with their seniority.
- (b) The parties agree that the issue of “bumping” must be addressed in consideration of Article 23 of the Collective Agreement. The Joint Labour Management Committee will meet each time bumping may be required. A union steward will be present when an affected employee is being notified that their position is being affected.
- (c) If an affected employee does not apply for a position they are capable of performing, at the same rate of pay on the same shift within three (3) months of being notified of their position being affected, they will not, at a later date, be allowed to bump up.
- (d) If, under this Article **25.06**, an employee successfully bumps into a higher paying classification the employee will be required to remain in that position for a minimum of six (6) months.

**ARTICLE 26 WAGES/NEW CLASSIFICATIONS/PRIOR EXPERIENCE**

26.01 The minimum hourly rates of pay for all employees covered by this Agreement shall be as contained in Appendix "B" of this Agreement and shall form part of this Agreement.

26.02 If a new classification is created within the bargaining unit, the Company agrees to meet with the Union and negotiate a rate of pay for this new classification. If the Company and the Union cannot reach agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The Company and the Union mutually agree that an Arbitrator appointed in



accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the Company and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

26.03 New employees will be classified according to previous comparable experience, for the purpose of establishing wage rates.

## **ARTICLE 27 COURT'S DECISION**

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

## **ARTICLE 28 MERGER OF BUSINESS**

28.01 In the event ownership of the Company passes to another Company, the relevant sections of the Manitoba Labour Relations Act shall apply.

28.02 The Company will notify the Union, in writing, as far in advance as is possible in connection with any change of ownership or management, or the closing of the plant.

## **ARTICLE 29 DISCIPLINE/DISCHARGE**

29.01 The Shop Steward, or in absence of a Shop Steward, another employee (on the same shift) in the bargaining unit of the disciplined employee's choice, shall be present when a member of the bargaining unit:

- (a) is given a reprimand which is to be entered on the employee's personnel file;
- (b) is suspended or discharged.
- (c) is being questioned as the subject of a formal investigation.

Where appropriate, the Union will be advised of the date, time and location of such meeting.

29.02 In all cases of discipline or discharge the Company shall notify the affected employee, the Shop Steward and the Union in writing of the exact reasons for taking such action. Any such notice of discipline and/or discharge shall be given to the affected employee and the Shop Stewards immediately, and a copy of said discipline and/or discharge notice shall be **emailed** to the Union **representative** within twenty-four (24) hours of the event.

29.03 In order for a disciplinary action or discharge to be valid, a copy must be given to the Shop Steward in the plant **and a** copy of such notice must be **emailed to the Union representative**.

29.04 The Company agrees that any discipline shall be removed from the employee's personnel file after one (1) year. Said discipline cannot be used against the employee at a later date. This time period of one (1) year shall not include periods of layoffs or periods of leaves of absence without pay.

29.05 Employees covered by this Agreement shall have access to their own personnel file, upon written request by the employee involved. It is understood that employees shall be able to obtain photocopies of any and all documents contained in their personnel file. A copy of an employee's reply to any document contained in his or her personnel file shall be placed in the employee's personnel file and must be first given to the plant manager. The Company shall keep only one (1) personnel file per employee.

## **ARTICLE 30           ADJUSTMENT OF GRIEVANCES**

30.01 Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation, application, operation, or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance. Wherever possible, any concern shall first be discussed with the Company in an attempt to find a resolution before it is considered a grievance.

### **30.02                   Information**

Where the Union requires information regarding a grievance, hours of work, seniority, the Company agrees to promptly supply same within ten (10) calendar days from the request, either verbally or in writing to the Union.

### **30.03                   Interview of Employees**

The Company agrees, whenever interviewing employees for the purpose of their work record, which interview is to be recorded on the employee's personnel file, that a Shop Steward shall be present at all times unless the employee involved waives this right.

30.04                    **Steps of the Grievance Procedure**

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

30.05                    All grievances shall be submitted in writing.

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

**STEP 1:**    By a discussion between the employee and/or the Union Representative with the plant manager or his or her designate. The plant manager or his or her designate 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 may proceed to Step 2.

**STEP 2:**    The Union Representative or Representatives may take the matter up with the Company official designated by the Company 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 will be deemed to have been abandoned and further recourse to the grievance procedure shall be forfeited.

30.07                    If a satisfactory settlement cannot be reached, then upon a final written decision of either party, the matter may be referred to an arbitrator within sixty (60) calendar days. The arbitrator to be selected in accordance with Article 31.

**ARTICLE 31            ARBITRATION**

31.01                    If the Union and the Company cannot reach a settlement to the grievance then, upon request of either party, the grievance shall be submitted to an arbitrator as listed below. If none of the arbitrators listed below are able or willing to act, the matter shall be referred to the Manitoba Labour Board, who shall appoint an arbitrator.

**Karine Pelletier**  
Michael Werier  
Diane Jones

31.02                    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.

31.03 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer. In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement and shall render a decision within thirty (30) calendar days from the last day of the hearing.

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

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

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

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

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

31.09 The Company and the Union mutually agree to utilize the Mediation Services that are available to the parties with respect to any grievance that may be referred to expedited arbitration as provided for under Provincial Legislation.

## **ARTICLE 32 BULLETIN BOARD AND DECALS**

32.01 The Company agrees that during the term of this Agreement, it shall allow the Union to install its own bulletin board and shall allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. The location of the bulletin board shall be mutually agreed to between the Company and the Union and shall be situated in a prominent location.

32.02 The Company agrees that during the term of this Agreement it will permit the Union to supply and install its store card or decal, provided however, that such decal or card shall first be approved by management and shall be located as directed by the plant Manager. Such decal or card shall be displayed in a prominent position.

## **ARTICLE 33**      **EQUIPMENT/CLOTHING APPAREL**

33.01                    The Company agrees to supply, launder and maintain an appropriate number of uniforms, in the appropriate sizes for all employees in the bargaining unit. These uniforms will be replaced on an ongoing basis as the need arises. Employees shall return their worn-out uniforms to the Company.

33.02                    The Company agrees to supply all extra equipment or clothing apparel necessary in order to perform the Company's work. Such other necessities shall mean **effective January 2023, one (1) comparable in quality to the Crown Cap construction grade freezer jacket** and pants (two (2) pairs per year **or one (1) pant and one (1) base layer per year**), vests, mitts, gloves, waterproof sanitation pants and winter head gear as appropriate. **Freezer coats will be replaced if damaged beyond repair. Should an employee not find an appropriate size the Company will reimburse the employee for purchasing the appropriate size, up to the cost of the largest available Company provided jacket, once they have been authorized.**

33.03                    The Company agrees to supply personal safety footwear and insoles to each employee from a Company pre-selected approved footwear listing. Employees shall receive safety footwear/insoles immediately upon completion of their probationary period. **The Company will ensure there are two (2) different vendors within sixty (60) days after the ratification to provide increased selection to the Employees.**

Should an employee be required to purchase an insole that is medically prescribed and not available within the Company pre-selected approval footwear listing, the Company agrees to reimburse upon receiving the receipt, the cost of the insole not covered under the health plan

## **ARTICLE 34**      **HARASSMENT/ABUSE**

34.01                    The Company and the Union agree that no form of harassment/abuse shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Situations involving harassment/abuse shall be treated in strict confidence by both the Company and the Union. Any employee who believes that he or she is being harassed and/or abused, shall report this to his or her immediate supervisor and/or full-time Union Representative. Situations of this nature will be handled as outlined in the Company's Harassment/Abuse Policy; Respectful Workplace Policy; Violence in the Workplace Policy and/or the Company Code of Conduct. The Company will review the aforementioned policies with the Joint Health & Safety Committee on an annual basis.

## **ARTICLE 35            STAFF DISCOUNTS**

35.01            The Company agrees that employees who purchase any of the products that are made and/or sold by the Company at its Winnipeg plant, shall receive said product at the wholesaler's cost. Employees shall not be entitled to resell any of such product that has been purchased from the Company. Each employee shall be entitled to purchase up to four (4) cases of such products whenever it becomes available. If an employee is found to be selling said product, that employee may be excluded from future purchases.

## **ARTICLE 36            HEALTH AND WELFARE**

36.01            Health and welfare benefits shall be as contained in Appendix "A" of this Agreement and shall form part of this Agreement.

## **ARTICLE 37            TRANSPORTATION COSTS**

37.01            No employee shall be required to use their own vehicle when performing work for the Company unless they voluntarily agree to do so. Employees who voluntarily agree to use their own vehicle 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.

## **ARTICLE 38            WORKERS COMPENSATION BENEFITS**

38.01            When an employee is unable to work as a result of an injury or illness incurred in the course of the employee's duties, the employee shall inform the Company 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 Company shall be provided immediately.

38.02            In situations where the Workers Compensation Board denies and/or disentitles an employee from receiving benefits and where in such instances the employee files an appeal challenging the Workers Compensation Board's decision to deny and/or disentitle the employee from receiving these benefits, the Company agrees to assist the employee in making application for the Company's Weekly Indemnity benefits as provided for in the Collective Agreement. Should the employee's appeal be accepted by the Workers Compensation Board, all Weekly Indemnity benefits paid during this time period will be reimbursed to the Insurance Company.

38.03            If an employee is required to take time off work to receive follow up treatment for a compensable condition, the time off work required to receive such treatment shall be granted to the employee and any resulting lost wages that may occur

shall be paid for in total by the Company. The employee shall comply with all regulations so that the Company can make a claim to retain the amount the Workers Compensation Board would normally pay for such lost time. Where possible, the employee shall schedule such time outside of working hours.

38.04 Any employee who suffers an injury which qualifies for Workers Compensation benefits shall be paid by the Company for the hours he or she would otherwise have worked on the day of the injury, but was unable to work because of the injury.

## **ARTICLE 39**      **TEMPORARY SHUTDOWN**

39.01 The Company will provide the Union and all employees with two (2) weeks' advance written notice of a temporary shutdown of their business. A temporary shutdown, shall be defined as, a shutdown not exceeding one (1) working day.

Full-time or permanent part-time employees who are not required to work during a temporary shutdown may elect to take a layoff, to take unused vacation, and/or banked time, or to voluntarily make-up the day as per the procedure outlined in article 39.04. Such make-up shift shall be scheduled within the four (4) week production block during which the temporary shutdown occurs.

39.02 The Company will provide the Union and all employees with four (4) weeks' advance written notice of a shutdown of their business of two (2) to seven (7) calendar days in duration.

Full-time or permanent part-time employees who are not required to work during a shutdown may elect to take a layoff, to take unused vacation, and/or banked time, or to voluntarily make-up the day(s) as per the procedure outlined in article 39.04. Such make-up shift(s) shall be scheduled two (2) weeks prior and/or four (4) weeks following the shutdown.

39.03 The Company will provide the Union and all employees with six (6) weeks' advance written notice of a shutdown exceeding seven (7) calendar days.

Full-time or permanent part-time employees who are not required to work during a shutdown may elect to take a layoff, to take unused vacation, and/or banked time, or to voluntarily make-up the day(s) as per the procedure outlined in article 39.04. Such make-up shift(s) shall be scheduled two (2) weeks prior and/or four (4) weeks following the shutdown.

39.04 If a full-time or permanent part-time employee so chooses, they may make-up time lost due to a temporary shutdown or a shutdown provided such work is available. In order to make up such time, the following procedure shall apply.

Full-time and permanent part-time employees may sign-up to make-up such lost time by signing the provided posting and indicating their availability. Make-up shifts will be scheduled by seniority and shift preference where possible.

In the event that an employee elects to not make-up a cancelled shift(s) they may take vacation, banked time, or a lay-off without pay by completing the "time-off request form". Failure to complete said form, or sign up for a make-up shift may result in the employee being scheduled for said make-up shift in reverse seniority order for a temporary shutdown only as per Article 39.01.

Employee make-up shift schedules will be included on the schedule posted by Wednesday noon, as per article 7.05. If an employee voluntarily agrees, they may be scheduled for a make-up shift provided no less than forty-eight (48) hour advance notice is given.

39.05 The Company will make every effort to not schedule any meetings and/or training during an employee's two (2) week waiting period for Employment Insurance.

## **ARTICLE 40 TRADES TRAINING AND APPRENTICESHIP**

40.01 The Company agrees to participate in an Apprenticeship Program and to register apprentices under the Provincial Apprenticeship and Trades Qualification Act. The Company reserves the right to determine the number of apprenticeships available, and the type of apprenticeships it will support. The selection of an apprentice will be made on the following basis:

- (a) Opportunities for apprenticeship shall be posted and filled in accordance with the Job Posting Process outlined in this collective agreement.
- (b) Employees must apply in writing to participate in the Apprenticeship program. Acceptance of apprentices will be based on them meeting qualifications and standards consistent with the qualifications outlined in each trade regulation. Qualifications and standards will be applied equitably and consistently to all applicants.
- (c) Applicants meeting the qualifications and standards from among the Maintenance Team will be the first selected by seniority, subject to d) below. Applicants from among the broader qualifying employees will then be accepted for available apprenticeships by seniority, subject to d) below.



- (d) Of the applicants mentioned above, those who possess previous trade apprenticeship training or equivalent training /experience may be given preference in the selection of apprentices by mutual agreement between the Company and the Union.
- (e) An employee's seniority continues to accrue during the apprenticeship process.
- (f) Before entering a formal apprenticeship, a current non-maintenance employee must serve a seven-hundred and twenty (720) hour suitability period for the purpose of establishing same. If an employee is successful, the Company will credit this time towards the apprenticeship. If either the Company or the employee determine during the suitability period that the employee will not be successful, the employee will be returned to their previous position. Apprentices hired from outside the company will serve the normal new-hire probationary period as outlined in Article 6 and will not serve a suitability period.

Apprenticeship Rates shall be the difference between the Journeyperson and the Level 1 Rate divided by the number of levels in the particular trade training set out in the applicable regulation to The Apprenticeship and Trades Qualifications Act. Said rates shall be paid upon completion of any Apprentice Level as follows:

For an example, an Apprenticeship Program which takes four (4) levels of training to complete will be paid as follows:

- Level 1: Level 1 Rate
- Level 2: Level 1 Rate plus 25% of the difference between the Level 1 Rate and the Journeyperson Rate.
- Level 3: Level 1 Rate plus 50% of the difference between the Level 1 Rate and the Journeyperson Rate.
- Level 4: Level 1 plus 75% of the difference between the Level 1 Rate and the Journeyperson Rate.
- Journeyperson: Journeyperson Rate

An apprenticeship program which takes three (3) levels to complete will be paid as follows:

- Level 1: Level 1 Rate

- Level 2: Level 1 Rate plus 33% of the difference between the Level 1 Rate and the Journeyperson rate.
- Level 3: Level 1 Rate plus 66% of the difference between the Level 1 Rate and the Journeyperson rate.
- Journeyperson: Journeyperson Rate

Upon receipt of official notification that an employee has successfully completed or challenged (through Prior Learning Assessment/Trades Qualification or any other government recognized process) any level of an Apprenticeship Program such employee shall be reclassified as appropriate and be paid the applicable hourly rate effective the date of notification.

40.02 Employees who take the Manitoba Trades Training Program or other accredited program, as scheduled and approved by the Company and that are required to attend school, during their normal working hours, shall receive the difference between their regular hourly rate, for all hours lost, and the subsidies provided through the apprenticeship program and Employment Insurance. It shall be the responsibility of the employee to apply for all such subsidies.

40.03 Should government assistance be deleted, the Company will match what was paid for accommodations, meals, tuition and books. If government assistance is deleted, the Company will pay employees 50% of their regular wages on a weekly basis with the balance of the employee's regular wages paid out upon the successful completion of the course. In order to qualify for employer assistance, employees must successfully complete any Manitoba Trades Training or other accredited program approved and scheduled by the Company.

40.04 An apprentice may be subject to release from the apprenticeship program as follows:

- a) An apprentice fails a training course at any one level twice.
- b) The employee voluntarily withdraws from any in-school training portion of the program without a reasonable excuse acceptable to the Company.

Should the apprentice be released they will be placed in a Maintenance or Production classification, if available.

40.05 Employees or former employees who choose to pursue an apprenticeship without being accepted into the Company's apprenticeship process will not receive financial or time-off support for their program. However, the Company shall provide the number of hours worked to the appropriate apprenticeship board for documentation purposes only.

40.06 The Company and the Union agree that the continued support of the apprenticeship program represents a significant commitment and investment by both the Company and the Employees. For the purposes of protecting the value of this investment, the parties agree that Journeyperson employees of the Company, for whom the Company made this investment, who choose to leave the employ of the Company or if they are terminated by the Company for cause and have not been reinstated through the grievance and arbitration procedures outlined in Article 31 of this Agreement before completing three (3) years of service post-certification, are responsible for reimbursement of the costs provided by the Company associated with their training.

40.07 Employees who are entering the Manitoba Trades Training Program will be required to sign an agreement (Educational Assistance Agreement form) which obliges them to repay all costs provided by the Company if they have not achieved Journeyperson Certification and if employment is voluntarily terminated by the employee or if they are terminated by the Company for cause and have not been reinstated through the grievance and arbitration procedures outlined in Article 31 of this Agreement.

If an employee is displaced from a trades position but bumps into another non-trade classification in the Company for which the employee is qualified, there is no requirement to pay back any costs. The employee shall then be paid at the appropriate posted rate for that classification. In addition, there is no requirement to pay back any costs in the event of a lay-off.

40.08 After obtaining Journeyperson Certification through a Company sponsored Apprenticeship in an applicable trade, the expenditures on books, tuition, and wage top-up made by the Company will be required to be reimbursed by the employee back to the Company according to the following schedule:

Termination within 0-12 months after completion of the program	100%
Termination within 12-24 months after completion of the program	66%
Termination within 24-36 months after completion of the program	33%
Termination 37+ months after completion of the program	0%

40.09 The Joint Labour Management Committee will regularly monitor the development and retention of ticketed tradespersons necessary for the operation of the workplace.

**ARTICLE 41                      EXPIRATION AND RENEWAL**

41.01                      This Agreement shall remain in effect from November 1, **2022**, to October 31, **2024**, 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 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.

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

41.03                      When the required notice for termination or revision is given by either party, and where the parties are negotiating with each other and prior to such time as the appropriate party declares a legal strike or lockout, this Agreement shall remain in full force and effect for all purposes whatsoever excepting any limitations upon the right of the parties to declare a legal strike or lockout, at which time this Agreement shall cease to be effective.

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

**SIGNED THIS                      DAY OF                      , 2023.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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**APPENDIX "A"**  
**HEALTH AND WELFARE BENEFITS**

**A-1 Preamble**

A-1.01 The following Health and Welfare benefits shall be arranged for by the Company for employees covered by this Collective Agreement and shall be subject to the terms and conditions of the master policies and contracts in force which shall form part of this Collective Agreement. With the exception of dental and pension benefits the Company shall have the right to make arrangements for the replacement of such benefits provided that benefit levels are maintained and provided that the Union receives advance notification in writing from the Company which shall include the reasons for the changes as well as specific details of the actual changes that are to take place.

A-1.02 With the exception of dental, pension and paid sick leave benefits, all of the benefits referred to in this Appendix shall only apply to full-time employees, and part-time employees who hold permanent posted positions in the bargaining unit.

A-1.03 The Company shall pay the full premium cost of all Health and Welfare benefits referred to in this appendix with the exception of long term disability benefits where the premium cost shall be paid for in total by the employee.

A-1.04 Common law status shall apply to any relationship in which the two (2) parties have lived together for a minimum of six (6) months. A signed affidavit must be submitted when applying for common law benefits. When common law status has been dissolved, the employee shall advise the Company within one (1) month of separation in writing of their new status. Only dependents of the employee will be eligible for Company benefits. This will also apply to divorce status. The Company will have the right to be reimbursed by the employee for any additional premiums and payouts in contravention of this clause.

A-1.05 A general description of the health and welfare benefits, terms and conditions, that the Company shall ensure are available to employees is as follows.

A-1.06 Providing an employee is entitled to weekly indemnity benefits and the claim has been properly completed and filed with the Company, in such cases where the employee does not receive weekly indemnity payment within three (3) weeks of receipt of the claim, upon request by the employee, an advance payment in the amount equal to the weekly indemnity payment will be paid to the employee. In such cases, the employee agrees to immediately reimburse the Company when the weekly indemnity payment is received.

In the event the claim is ultimately denied the employee will reimburse the Company.

## **A-2      Paid Sick Leave**

A-2.01      Full-time employees and part-time employees holding permanent posted positions shall accumulate one half ( $\frac{1}{2}$ ) day of sick pay for each full month of employment to a maximum of eighty (80) hours. Full month shall be defined for this article as time worked and/or paid excluding sick time (with or without a medical certificate), Weekly Indemnity, WCB, LTD &/or MPIC and unpaid Leaves of Absence. The preceding list of exclusions will disqualify the employee from accruing sick pay for that month with the exception of two sick time occurrences per calendar year (with or without a medical certificate). Said sick days shall be payable beginning on the second (2nd) day of any non-occupational sickness or accident that is not covered by the weekly indemnity plan provided by the Company for those employees who have less than four (4) years of continuous service with the Company and shall be payable beginning on the first (1st) day of any non-occupational sickness or accident that is not covered by the weekly indemnity plan provided by the Company for those employees who have four (4) years or more of continuous service with the Company.

A-2.02      Part-time employees without permanent postings who have completed four (4) years or more of continuous service with the Company shall accumulate one half ( $\frac{1}{2}$ ) day of sick pay for every two hundred and forty (240) hours worked to a maximum of eighty (80) hours. Said sick days shall be payable beginning on the first (1st) day of any non-occupational sickness or accident. Sick pay benefits for part-time employees shall be available only for absences that occur from normally scheduled work.

A-2.03      The Company may require a doctor's certificate from the employees entitled to this benefit for any absences due to sickness of more than two (2) days. **Should the Company request a doctor's note it will pay for the cost of the certificate. Failure to provide a doctor's note the employee will be subject to the absenteeism policy.**

A-2.04      Sick leave benefits may be reduced or eliminated for any employee found to be abusing said sick leave benefits.

A-2.05      In January and July of each year, the Company shall notify the Union and each employee in the bargaining unit of the total amount of sick leave credits said employee has accumulated at that time. Employees may carry over any unused sick time to the next calendar year. However, the maximum sick time at any given time will be capped at the annual accrual amount of 80 hours. Once employees reach the maximum accrual amount, they will not accrue any additional sick time until the accrued-but-unused sick time decreases below 80 hours. Employees will not receive retroactive credit for any period in which they did not accrue sick time because they had already accrued the maximum amount.

A-2.06      Upon application in writing, employees who miss a portion of a day due to sickness will be paid for the remainder of the day from their sick pay bank.

#### **A-2.07      Family Responsibility Leave**

In the event of an illness or injury occurring to an employee's spouse, parent or child, or appointments which cannot be scheduled outside of the employee's regular working hours, the employee may request, and if so, shall be granted access to banked overtime or vacation which shall not exceed five (5) working days in total per calendar 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. In the event of hospitalization of an employee's spouse, parent or child, employees will be allowed to access up to three (3) sick days per year.

In order to be paid in the same week, employees need to fill out a Payroll Irregularity Form. This form shall be signed & delivered to the Company by the employee or someone they know or an employee may elect to complete the form and send it to the Company electronically to the Payroll Administrator or the Team Leader.

#### **A-3      Weekly Indemnity Benefits**

A-3.01      Full-time employees and part-time employees holding permanent posted positions who have completed their probationary period shall be entitled to Weekly Indemnity benefits. Coverage shall be effective on the first (1st) day of accident, fourth (4th) day of illness, and after the first (1st) day of hospitalization, and shall be payable to a maximum of seventeen (17) weeks. Employees shall receive sixty-seven (67%) percent of their weekly salary based on one hundred and fifty-six (156) hours in a four (4) week schedule period, per week up to the EI maximum weekly entitlement, all of which shall be calculated using the regular hourly rate of pay that would have been paid to the employee had he or she continued to work. For eight (8) hour per day employees, sixty-seven (67%) percent of their weekly salary will be based on working one-hundred and sixty (160) hours in a four (4) week block.

Weekly indemnity pay will be deposited directly into the employee's bank account.

#### **A-4      Long Term Disability Benefits**

A-4.01      Full-time employees who have completed their probationary period shall be entitled to Long Term Disability benefits. Coverage shall begin after a seventeen (17) week waiting period or the expiration of the Weekly Indemnity benefits, whichever is later, and shall be payable if necessary to age sixty-five (65). Employees shall receive sixty-seven (67%) percent of their weekly salary which shall be calculated using the regular hourly rate of pay that would have been paid to the employee had he or she continued to work. Long Term Disability benefits are a non-taxable benefit.

## **A-5**            **Dental Plan**

A-5.01            The Company agrees to make a direct contribution to the Manitoba Food and Commercial Workers Dental Plan of forty (40¢) cents per hour for each hour of actual work in respect to all employees in the bargaining unit. Contributions shall include sick pay (excluding weekly indemnity benefits), vacations and general holidays, to a maximum of the basic work week.

                    If required, the Company agrees to pay up to one (1¢) cent per hour per year in addition to the above **forty-four (\$.44)** cents per hour, only when the Trustees of the Manitoba Food & Commercial Workers Dental Plan require the one (1¢) cent per hour per year increase to go to the next annual dental fee schedule.

A-5.02            Such contributions shall be forwarded to the trust within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.

A-5.03            The Company agrees to comply with all requests of the Board of Trustees in regards to the entry into the Plan and to abide by all the rules and decisions of the Board of Trustees as decided from time to time.

## **A-6**            **Pension Plan**

A-6.01            Effective the first Sunday following date of ratification, the Company agrees to contribute twenty-five (\$0.25) cents per hour into the Canadian Commercial Workers Industry Pension Plan (CCWIPP) for all employees in the bargaining unit.

A-6.02            For the purposes of A-6.01 above, hours paid means all hours paid to all employees up to one hundred and fifty-six (156) hours per four (4) week schedule period for employees working the Continental shift. For eight (8) hour per day employees all hours will be paid up to forty (40) hours per week. The hours paid shall include hours worked and all hours paid by the Company for the time not worked because of illness, accident, vacations, general holidays, bereavement leave, jury duty, witness duty, paid time for negotiations, and grievance meetings.

A-6.03            The Company agrees to sign the "Participation Agreement" and to supply any other documents, forms, reports or information requested/required by the Trustees of the Pension Plan.

A-6.04            The Company shall forward all contributions, supported by a report in a format to be designated by the Trustees, together with a list of all employees and the number of hours paid for each employee in each month. Contributions shall be made within fifteen (15) days following the end of each month.



A-6.05 The Company agrees to comply with all requests of the Board of Trustees in regard to entry into the Plan, to abide by all the rules and decisions of the Board of Trustees as decided from time to time and, specifically, to pay late remittance penalties and any costs incurred by the Board of Trustees because the Company failed to remit contributions in the form or on the date required by the Trustees.

A-6.06 In the event that CCWIPP is changed to allow employee contributions, the Company agrees to make deductions from employees' paycheques in the amount authorized by a vote of the Manitoba employees, provided such deductions are configurable under the Company's payroll system

A-6.07 Effective June 1st, 2015, the Company agrees to contribute 5.5% of employee's earnings per hour into the "General Mills Canada Corporation Retirement Savings Program – Defined Contribution Pension Plan" for all employees in the bargaining unit. A summary of this plan is outlined in Exhibit "2" of the Collective Agreement.

A-6.08 For the purposes of A-6.07 above, hours paid means all hours paid to all employees up to one hundred and fifty-six (156) hours per four (4) week schedule period for employees working the Continental shift. For eight (8) hour per day employees all hours will be paid up to forty (40) hours per week. The hours paid shall include hours worked and all hours paid by the Company for the time not worked because of illness, accident, vacations, general holidays, bereavement leave, jury duty, witness duty, paid time for negotiations, and grievance meetings.

A-6.09 Employees will have the opportunity to invest pension contributions in a range of investment options, each offering varying degrees of risk versus return potential. The Company is responsible for the investment structure (i.e. number and type of investment options, etc.) and implementation decisions (i.e. investment manager selection, etc.). The Company shall assume all legal and trustee costs for setting up the Pension Plan. It is understood and agreed that all matters of eligibility, coverage and benefits shall be as set out in the relevant plan documents as determined by the Company and carrier and that plan design is subject to approval of the relevant government authorities.

A-6.10 In addition to the 5.5% of hourly wages contributed by the Company to the "General Mills Canada Corporation Retirement Savings Program – Defined Contribution Pension Plan"(as outlined in A-6.07 & A-6.08 above) all employees in the bargaining unit will be eligible to participate in the "General Mills Canada Corporation Retirement Savings Program – Group Registered Retirement Savings Plan (RRSP)". Enrollment into this plan is not mandatory and can be started, stopped or amended at any time by each individual employee. A summary of this plan is outlined in Exhibit "C" of the Collective Agreement. It is understood and agreed that all matters of eligibility, coverage and benefits shall be as set out in the relevant plan documents as determined by the Company and carrier and that plan design is subject to approval of the relevant government authorities.

## **A-7 Vision Care Plan**

A-7.01 Full-time and part-time employees holding permanent posted positions who have completed their probationary period shall be entitled to Vision Care benefits for themselves and their dependents. Vision Care benefits shall cover one hundred (100%) percent of the cost of eyeglasses and/or contact lenses to a maximum of three hundred and fifty (\$350.00) dollars per adult every twenty four (24) months and three hundred and fifty (\$350.00) dollars per child every twelve (12) months).

In addition to the above vision care benefits, full-time and part-time employees, holding permanent posted positions who have completed their probationary period, shall be entitled to up to one hundred **twenty-five (\$125.00)** dollars in a twenty-four month period, each for themselves and each of their dependents to cover the cost of eye examinations.

## **A-8 Prescription Drug Plan**

A-8.01 Prescription drug benefits shall apply to employees who have completed their probationary period and their dependents and shall include any substance including oral contraceptives dispensed by a licensed pharmacist, physician, or dentist which can only be obtained by a written prescription from a physician or dentist for use in respect of a sickness or injury, and which is not in excess of a ninety (90) day supply. Proprietary or patent medicines, dietary or health foods, nutritional products and charges for the administration of drugs are excluded from this coverage, but substances used for injections and inoculations are included.

A-8.02 The Company's prescription drug plan will cover all costs not covered by the Manitoba Pharmacare Plan including the deductible.

A-8.03 The Company will continue to provide a credit-type card for prescription drug coverage at source of purchase.

## **A-9 Extended Health Care Plan**

A-9.01 Extended Health Care Plan benefits are available to all employees who have completed their probationary period and their dependents. These benefits will help pay the cost of eligible medical and hospital expenses incurred by the employee and his or her family members. Reimbursement will be provided for eligible expenses not covered by Provincial Medicare Plans and shall be subject to the deductible, co-insurance and maximums shown in the benefit schedule. Details of the types of coverage shall be as contained in the Policy Booklet issued by the insurance carrier.

Such benefits will include services of massage therapy when referred by a doctor (on same basis as chiropractor).

## **A-10 Accident Insurance Benefits**

A-10.01 Accident Insurance benefits shall be provided to all employees who have completed their probationary period. Benefits shall be in an amount equal to one (1) times an employee's annual earnings.

A-10.02 Accident Insurance benefits pay a lump sum for any loss described below resulting within three hundred and sixty-five (365) days of an accident causing bodily injuries. The accident must occur while the employee is insured and the bodily injury sustained must be the direct result of the accident, independent of all other causes. The benefit is equal to the percentage amount shown in the following benefit schedule.

<b><u>Loss of</u></b>	<b><u>Percentage of Amount</u></b>
Life	100%
Sight of both eyes	100%
Either both hands or both feet	100%
Sight of one eye and one hand	100%
Sight of one eye and one foot	100%
One hand and one foot	100%
One arm or one leg	75%
One hand or one foot	67%
Sight of one eye	67%
Thumb and index finger of one hand	33%
<b><u>Loss of Use of</u></b>	
Either both arms or both hands	100%
Either both legs or both feet	100%
One arm or one leg	75%
One hand or one foot	67%
<b><u>Total and Irrecoverable Loss of</u></b>	
Hearing and speech	100%
Hearing or speech	50%
Hearing in one ear	50%

A-10.03 Employees who sustain more than one (1) loss as a result of an accident, shall only be eligible for compensation for the loss for which the largest amount is payable.

A-10.04 In the event of loss of life, the benefit is paid to the employee's named beneficiary or, to the employee's estate. In the event of any other loss, the benefit is paid to the employee.

**A-11**            **Life Insurance Benefits**

A-11.01        Life Insurance benefits are provided to all employees who have completed their probationary period. Benefits shall be in an amount equal to one and a half (1.5) times the employee's annual earnings. Life insurance benefits will be paid to the employee's named beneficiary in the event of death due to any cause and if no beneficiary is named, then benefits will be paid to the employee's estate.

**APPENDIX "B"**  
**WAGES**

<b>Classification</b>	<b>Current</b>	<b>5-Feb-23</b>	<b>1-Nov-23</b>
<b><u>Line Operator</u></b>			
Start	\$17.15	\$17.66	\$18.19
After 6 months	\$17.90	\$18.44	\$18.99
After 12 months	\$18.65	\$19.21	\$19.79
After 18 months	\$19.40	\$19.98	\$20.58
After 24 months	\$20.15	\$20.75	\$21.38
<b><u>Tray Washer, Rack Puller, Floater &amp; Relief</u></b>			
Start	\$17.55	\$18.08	\$18.62
After 6 months	\$18.30	\$18.85	\$19.41
After 12 months	\$19.05	\$19.62	\$20.21
After 18 months	\$19.80	\$20.39	\$21.01
After 24 months	\$20.55	\$21.17	\$21.80
<b><u>Shipper, Depositing Technician &amp; Dough Technician</u></b>			
Start	\$17.65	\$18.18	\$18.72
After 6 months	\$18.40	\$18.95	\$19.52
After 12 months	\$19.15	\$19.72	\$20.32
After 18 months	\$19.90	\$20.50	\$21.11
After 24 months	\$20.65	\$21.27	\$21.91
<b><u>Robotics Operator, Kitchen Technician &amp; Packaging Machine Technician</u></b>			
Start	\$17.65	\$18.39	\$18.94
After 6 months	\$18.40	\$19.16	\$19.73
After 12 months	\$19.15	\$19.93	\$20.53
After 18 months	\$19.90	\$20.70	\$21.32
After 24 months	\$20.65	\$21.48	\$22.12
<b><u>Production/ Sanitation Technician</u></b>			
Start	\$18.38	\$18.93	\$19.50
After 6 months	\$19.13	\$19.70	\$20.30
After 12 months	\$19.88	\$20.48	\$21.09
After 18 months	\$20.63	\$21.25	\$21.89
After 24 months	\$21.38	\$22.02	\$22.68

**Sanitation Technician**

Start	\$19.10	\$19.67	\$20.26
After 6 months	\$19.85	\$20.45	\$21.06
After 12 months	\$20.60	\$21.22	\$21.85
After 18 months	\$21.35	\$21.99	\$22.65
After 24 months	\$22.10	\$22.76	\$23.45

**Maintenance Person**

Start	\$23.35	\$24.05	\$24.77
After 6 months	\$23.85	\$24.57	\$25.30
After 12 months	\$24.35	\$25.08	\$25.83
After 18 months	\$24.85	\$25.60	\$26.36
After 24 months	\$25.35	\$26.11	\$26.89

**Journey person**

	\$37.35	\$38.47	\$39.62
Level 4	\$33.35	\$34.35	<b>\$36.97</b>
Level 3	\$31.35	\$32.29	<b>\$34.32</b>
Level 2	\$29.35	\$30.23	<b>\$31.67</b>
Level 1	\$27.35	\$28.17	\$29.02

<b><u>Dual Journey person Ticket</u></b>	\$39.35	\$40.53	\$ 41.75
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**B-2 Entry Level Rates for Newly Hired Employees**

The start, 6, 12, 18 and 24 calendar month rates are calculated as follows:

New employees shall receive three dollars **and nine cents (\$3.09)** per hour less than their classified hourly rate of pay for their first six (6) calendar months of employment and shall receive two dollars and **thirty-two (\$2.32)** cents per hour less than their classified hourly rate of pay for their next six (6) calendar months of employment and shall receive one dollar and **fifty-five (\$1.55)** cents per hour less than their classified hourly rate of pay for their next six (6) calendar months of employment and shall receive **seventy-eight (78¢)** cents per hour less than their classified hourly rate of pay for their next six (6) calendar months of employment and shall receive their classified hourly rate of pay after they have been employed for twenty-four (24) calendar months. This paragraph shall not apply to new hires in the Maintenance department.

**B-3 Employees' Pay Day**

Employees shall be paid on Thursday of each week through direct deposit. Each pay stub shall be an itemized statement of wages covering the immediate previous pay period. In situations where an employee has not been paid for all monies owing, the Company shall issue a direct deposit to the employee within **three (3)** working days. The deposit shall be in an amount equal to the total amount of money that was owing to the employee, less appropriate deductions.

**B-4 Retroactive Pay**

All employees in the bargaining unit shall receive full retroactive pay to November 1, 2022 within 30 days of ratification.

**B-5 (a) Shift Premium – 12-hour shifts**

Any employee who is scheduled, called in to work or requested to work the twelve (12) night shifts shall receive a premium of eighty (\$0.80) cents per hour for all hours worked on the entire shift. Said premium pay shall not be added to an employee's hourly rate of pay for the purpose of computing overtime but shall be paid during any overtime hours that are worked.

**(b) Shift Premium – Less than 12-hour shifts**

- (1) Any employee, other than those covered by B-5 (a) above, whose shift commences at or between 1:00 p.m. and before 10:00 p.m. shall receive a premium of sixty-five (\$0.65) cents per hour for all hours worked on the entire shift. Said premium pay shall not be added to an employee's hourly rate for the purpose of computing overtime but shall be paid during any overtime hours that are worked.
- (2) Any employee, other than those covered by B-5 (a) above, whose shift commences at or between 10:00 p.m. and 2:00 a.m. the following day shall receive a premium of eighty (\$0.80) cents per hour for all hours worked on the entire shift. Said premium pay shall not be added to an employee's hourly rate for the purpose of computing overtime but shall be paid during any overtime hours that are worked.

**B-6 Line Lead Premium**

**Two (2) operations** employees per shift **one (1)** in packaging and one (1) in **processing** and one **departmental line lead comprising one (1) mechanic and one (1) electrician per day** shall be designated as the Line Leads and shall be paid a premium of two dollars (\$2.00) per hour-in addition to his or her classified hourly rate of pay for all time so employed. The seniority and job posting provisions of this Agreement shall apply when determining which employee is to be so

employed. When the regular Line Lead(s) is away from work for any reason whatsoever and the Company chooses to replace said Line Lead(s), his or her duties shall be taken over by the next most senior person on the shift until such time as the regular Line Lead(s) has returned to work. In the case of extenuating circumstances the Company may, first ask Line Leads from different shifts to replace said Line Leads and if there are insufficient volunteers from the other Line Leads, then the Company may elect to assign the most qualified employee from a different shift to cover a Line Lead vacancy. During this time period the person who has temporarily taken over the Line Lead duties shall receive the Line Lead premium. With the exception of Maintenance where the Departmental Line Lead(s) will receive the same premium as outlined above. The Line Lead premium will not be paid to employees who work alone.

Employees who are receiving the Line Lead premium and who at the same time are relieving a person outside the scope of this Agreement, shall receive both the out of scope relieving rate premium provided for in this Agreement and the Line Lead premium they are already receiving.

**B-7    Sanitation**

Should an employee complete Sanitation for all hours worked in a shift then the Night Clean-up rate and any eligible premiums including Lead Hand shall be paid for all hours worked.

- B-8    All employees who are not in a blended rate position and work sanitation in addition to their regular shift and perform sanitation for more than 2 hours shall receive the night clean - up rate for all hours worked in sanitation.

**B-9    Multiple Journey Person Tickets**

Every tradesperson who holds more than one Journeyperson ticket recognized by the Province of Manitoba shall receive a Multiple Journeyperson ticket premium of two dollars (\$2.00) per hour.



## **LETTER OF UNDERSTANDING**

BETWEEN:

**GENERAL MILLS CANADA CORPORATION**, carrying on business in the Province of Manitoba, hereinafter referred to as the "Company",

AND

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

- 1) The Company agrees that in the event of a switch from Continental Shifts to eight (8) hour shifts, or vice versa, the Joint Labour Management Committee will meet to discuss issues of concern related to the transition. The Union and employees will be notified as far ahead of the change as possible to ensure a smooth transition is achieved and disruption minimized for both employees and the company.
- 2) The Company and Union agree that cross-training of employees has a positive impact on the plant's ability to increase the technical skills of the workforce and contributes to a more flexible and efficient operation. To that end, the company agrees to re-educate employees and re-post information about the cross-training program that exists annually at the plant. The company will continue to promote this cross-training on an annual basis and will include information on cross-training during the new hire orientation.
- 3) **Employees will, if possible, endeavor to notify the Company Human Resources department with sixty (60) days notice of their intent to retire.**
- 4) **The parties agree that for the first six (6) months following ratification, the Joint Labour Management Committee will meet bimonthly.**

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

**SIGNED THIS                      DAY OF                      , 2023.**

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## **LETTER OF UNDERSTANDING**

BETWEEN:

**GENERAL MILLS CANADA CORPORATION**, carrying on business in the Province of Manitoba, hereinafter referred to as the "Company",

AND

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

### **Work System Change**

In the case of a plant work system change the employees will have a minimum of seven (7) working days to review the new schedule and bid into available positions [each available position and shift will have an assigned number].

After the review, employees will be scheduled by the most senior to select from their bids the classification they are qualified for and the shift that is available. During this time a Union Representative or shop steward(s) will be available as the employees make their selections.

Employees will be allowed to bid into jobs by seniority, qualifications, and substantial transferable skills.

Should an employee decline to sign for a position during the review period, that employee will forfeit their seniority and move to the bottom of the list.

If an employee is away on vacation and is not available by phone, they must provide a list containing the preference order of their bids that correspond with the schedule that was posted during the review period.

Once the process has been completed it will be posted and a copy of the new schedule will be sent to the union representative within forty-eight (48) hours of its completion.

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

**SIGNED THIS                      DAY OF                      , 2023.**

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**EXHIBIT ONE**  
**MEMBERSHIP APPLICATION**


**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 General Mills Canada Corporation contain the following statements:

"The Company agrees to retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Company shall be free to hire or rehire employees who are not members of the Union, provided said non-members whether part-time or full-time, shall make application on the official membership application form within five (5) calendar days from the date of hire or rehire and become members within thirty (30) calendar days.

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

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

MEMBERSHIP APPLICATION		 <b>United Food &amp; Commercial Workers Union, Local No. 832</b> Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D-M-Y)	SOCIAL INSURANCE NO.
MAILING ADDRESS	CITY	PROVINCE	POSTAL CODE	HOME PHONE	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 required only. (Cross out if you do not agree.)
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D-M-Y)	DEPARTMENT/NO.		
COMPANY NAME	JOB NO./LOCATION		FULL-TIME <input type="checkbox"/> CASUAL <input type="checkbox"/>		
CLASSIFICATION	EMPLOYER NO.		PART-TIME <input type="checkbox"/> OTHER <input type="checkbox"/>		
<small>I hereby declare that the information provided in this application is true and correct. I agree that all monies paid by me shall be for the United Food &amp; Commercial Workers International Union and its Local Union, Local No. 832, for the purposes of collective bargaining and handling of grievances. I agree to pay the dues and assessments of the Union as required. I agree to the use of my personal information for the purposes of the Union and its Local Union, Local No. 832, and 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](http://www.ufcw832.com) for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.

## **EXHIBIT 2**

### **SUMMARY OF DEFINED CONTRIBUTION PROVISIONS FOR WINNIPEG UNION EMPLOYEES UNDER THE GENERAL MILLS CANADA CORPORATION RETIREMENT SAVINGS PROGRAM DEFINED CONTRIBUTION PENSION PLAN (DCPP)**

#### **Effective Date**

June 1, 2015

#### **Contributions**

Company to contribute 5.5% of member's earnings. No member contributions permitted.

#### **Investments**

Members choose from investments options made available by the company through Sun Life Financial. Sun Life administration and investment fees are paid by members through their plan balance.

	PLAN PROVISION
Earnings Definition	Earnings for hours paid means all hours paid to all eligible employees up to one hundred and fifty-six (156) hours per four (4) week schedule period when working a twelve (12) hour per day schedule and up to forty (40) hours per week when working an eight (8) hour per day schedule. The hours paid shall include hours worked and all hours paid by the company for time not worked because of illness, accident, vacations, general holidays, bereavement leave, jury duty, witness duty, paid time for negotiations, and grievance meetings.
Eligibility for membership – all employees in the bargaining unit	A person shall become a member of the Plan on the earlier of: The first of the month following completion of two years of continuous employment; or The first of the month following the end of any period of two consecutive Plan years, if in each of those years the employee has Completed at least 350 hours of employment Earned at least 35% of the YMPE <sup>1</sup>
Vesting and locking-in	Immediate vesting and locking-in
Timing of Contributions	Company Contributions will be paid and allocated to the appropriate member's account within 30 days after the month for which the contributions are payable
Pre-Retirement Death Benefit	Spouse (or beneficiary/estate if no eligible spouse) entitled to member's account balance

<sup>1</sup>Year's Maximum Pensionable Earnings

### **EXHIBIT 3**

#### **SUMMARY OF PROVISIONS FOR WINNIPEG UNION EMPLOYEES UNDER THE GENERAL MILLS CANADA CORPORATION RETIREMENT SAVINGS PROGRAM GROUP REGISTERED RETIREMENT SAVINGS PLAN (RRSP)**

**Effective Date**

June 1, 2015

**Contributions**

Member contributions only

**Investments**

Members choose from investments options made available by the company through Sun Life Financial. Sun Life administration and investment fees are paid by members through their plan balance.

	PLAN PROVISION
Eligibility for membership – all employees in the bargaining unit	Eligibility to join is immediate upon date of hire. To become a member an employee must complete and sign a Group RRSP enrollment form.
Contributions	Regular contributions are made by payroll deduction. Contribution amounts from 1% to 8% of earnings (in multiples of 1%) are allowed.  All contributions made to the Group RRSP are tax deductible by the member provided they do not exceed the maximum RRSP contribution limit under the Income Tax Act (Canada).
Earnings Definition	Earnings for hours paid means all hours paid to all eligible employees. The hours paid shall include hours worked and all hours paid by the company for time not worked because of illness, accident, vacations, general holidays, bereavement leave, jury duty, witness duty, paid time for negotiations, and grievance meetings.
Maximums	For any tax year, contributions to all RRSPs are limited to the lesser of 18% of previous year's earned income The RRSP dollar limit under the Income Tax Act (Canada) for the year the contributions are made (2015 limit \$24,930) reduced by the value of any benefits earned in the previous year under all registered pension plans or deferred profit sharing plans.
Withdrawals	Withdrawals are permitted; however, contributions to the Group RRSP will be suspended for 12 months following the

	<p>withdrawal. Withholding tax will be deducted from any amounts withdrawn in cash.</p> <p>Withdrawals under the federal Home Buyers' Plan and/or Lifelong Learning Plan are permitted without penalty or restriction and withholding tax does not apply.</p>
Death Benefit	The beneficiary, or an estate if no beneficiary was designated, will receive the full value of the RRSP account balance in the case of death.