

**HEARTLAND LIVESTOCK
SERVICES**

FROM: April 1, 2022
TO: March 31, 2025

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



HEARTLAND LIVESTOCK SERVICES

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EXPIRY DATE: MARCH 31, 2025

AGREEMENT BETWEEN:

324007 ALBERTA LTD.
(operating as HEARTLAND
LIVESTOCK SERVICES), in the
City of Brandon, in the Province of
Manitoba, hereinafter referred to
as "the Company"

AND

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

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

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

ARTICLE 1 RECOGNITION

1.01 The Company recognizes the Union as the sole bargaining agent for a unit of employees described as all employees of 324007 ALBERTA LTD. (operating as HEARTLAND LIVESTOCK SERVICES), in the City of Brandon, in the Province of Manitoba, except Centre Manager, Restaurant Staff, Order Buyer, Auctioneer, Marketing Representative, Senior Marketing Representative, Branch Accountant, Office Clerk, Yard Foreperson, Ringperson, and Watchperson.

1.02 It is understood and agreed that inasmuch as the Company recognizes the Union as the bargaining agent for all employees in the bargaining unit, described in sub-article 1.01, the Union assumes responsibility for its members in their relations with the Company.

1.03 It is agreed that no employees shall be deemed to be precluded by this Agreement from dealing directly with the Company respecting their own position.

1.04 The Union recognizes that it is a condition of employment for any or all members of the bargaining unit to be bonded, if the Company so desires, and that when an employee is found unacceptable to the bonding agency selected by the Company, the Company has the right to terminate immediately.

1.05 The Company will show no discrimination nor employ discriminatory methods against membership in the Union. The Union agrees that it will not discriminate against employees who are not members of the Union.

1.06 The Union will use its best efforts to have the employees carry out their responsibilities under this Agreement in letter and spirit, and have its members deliver a fair day's work and carry out the orders of the Company and such orders shall not be in conflict with the Agreement or any applicable law.

ARTICLE 2 **DEFINITIONS**

2.01 **Full-time Employee**

A full-time employee shall be a person who is normally scheduled to work between twenty-four (24) hours and forty (40) hours per week consisting of five (5) eight (8) hour work days from Monday to Sunday inclusive, on a year round basis. There is no guarantee of hours of work other than those identified in sub-article 17.01, Work Day/Work Week.

There shall be at least two (2) full-time Senior Yard Workers in the bargaining unit at all times.

2.02 **Part-time Employee**

A part-time employee shall be a person who may be scheduled to work and be paid less than twenty-four (24) hours per calendar week.

Part-time employees, in seniority order providing they have the ability to perform the required work, will be scheduled additional hours up to forty (40) hours weekly only after full-time employees, in seniority order providing they have the ability to

perform the required work, have been offered the available hours up to forty (40) hours per week. There is no guarantee of hours of work other than those identified in sub-article 17.01, Work Day/Work Week.

2.03 **Gender**

The parties agree that this Collective Agreement should contain gender neutral language throughout. Any provision in this Collective Agreement which is expressed in terms of a specific gender, shall apply to all employees covered by this agreement regardless of their gender.

2.04 **Plural and Singular**

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

2.05 **Promotion**

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

2.06 **Demotion**

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

2.07 **Spouse**

A "spouse" is a person of the same or opposite sex who is married to the employee or who has cohabited with the employee in a conjugal relationship for a minimum of six (6) consecutive months, unless specifically outlined in other Articles in this Collective Agreement.

ARTICLE 3 UNION MEMBERSHIP

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

3.02 The Company agrees to provide each new employee and rehired employee, at the time of employment, with a form letter (Exhibit One as attached to this Agreement) supplied by the Union, outlining to the employee their responsibility in regard to the payment of Union dues and initiation fees.

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

3.04 The Company agrees to provide the Union once a month with a list containing the names and Social Insurance Numbers of all employees who have terminated, retired, laid off, on sick leave or on an leave of absence during the previous month.

ARTICLE 4 DEDUCTION OF UNION DUES

4.01 The Company agrees to deduct from the wages of each employee, such weekly Union dues, initiation fees and assessments as are authorized by the Union. The Company further agrees to deduct the Union dues and initiation fees automatically from the wages of new or rehired employees' first (1st) pay. Monies deducted during any month shall be forwarded, via electronic transmission or direct deposit, 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 shall be accompanied by a four (4) or five (5) week or monthly electronic **Excel** statement of the names, Social Insurance Numbers and addresses of the employees for whom deductions were made and the amount of each deduction. The Company shall also provide the Union, when remitting the monthly remittances, with the names of employees and name changes of employees.

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

ARTICLE 5 ORIENTATION MEETING

5.01 The Company shall allow new employees up to fifteen (15) minutes time off with pay during regular working hours in order to meet with a Shop Steward. Said Shop Steward shall also receive such time off with pay. A full-time Union Representative shall be entitled to attend any such meeting. This meeting shall take place during the first (1st) calendar week the new employee commences working for the Company. The

purpose of the meeting shall be to familiarize the new employee with the Union and the Collective Agreement.

ARTICLE 6 **NO STRIKES OR LOCKOUTS**

6.01 There shall be no strike, slowdown, stoppage of work, or suspension thereof, on the part of the Union or its members employed by the Company, or lockout on the part of the Company during the term of this Agreement.

6.02 **Conciliation**

The Company and the Union agree that at any time during the negotiation process either party may request the use of a mutually acceptable Conciliation Officer in their attempts to negotiate revision of the Collective Agreement. It is expressly understood and agreed between the parties that any such Conciliation Officer has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matters in dispute. All expenses and fees that may be incurred by such Conciliation Officer shall be borne equally by the Company and the Union. Unless otherwise mutually agreed to between the Company and the Union, this procedure may only be used in situations where Conciliation services are not available through provincial legislation.

ARTICLE 7 **MANAGEMENT RIGHTS**

7.01 The Union recognizes that the Company, subject to the provisions of this Agreement, has the exclusive right to manage its affairs, including the right to plan, direct and control operations, to determine work and production schedules, and to direct its work force; to hire, classify, transfer, promote, demote, suspend, reassign jobs or duties, and dismiss any employee, subject to just cause and to the grievance procedure herein; to change, combine, or eliminate positions; to reorganize, close or disband any department or section thereof as circumstances may require; to determine the type of livestock which will be handled and the method in which they will be handled; to determine the location of its operation and activities.

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

ARTICLE 8 **PROBATIONARY EMPLOYEES**

8.01 Any employee who is hired by the Company shall be on probation for the lesser of their first (1st) three hundred and sixty (360) hours worked or four (4) calendar months of employment. Upon completion of their probationary period they will be placed on the seniority list with their initial date of hire.

8.02 The Company, at its discretion, may discharge any probationary employee within the above time limits and said employee shall have no recourse to the grievance and arbitration Articles of this Agreement unless such discharge could be in contravention of Manitoba Employment Standards or Human Rights legislation.

ARTICLE 9 **BULLETIN BOARDS**

9.01 The Company will continue to make the current space available for the Union's bulletin board and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. If the Company views a posting as inappropriate the Company will contact the Union Representative to have such posting removed.

ARTICLE 10 **SHOP STEWARDS**

10.01 The Company shall recognize a maximum of two (2) Shop Stewards appointed and /or elected by the Union to represent employees in the bargaining unit.

10.02 Shop Stewards shall be allowed time off, with pay, during regular working hours for the purpose of investigating any grievances or potential grievances, or to meet with Management.

10.03 The Union will supply the Company, in writing, with the names of the Shop Stewards.

10.04 The Company shall recognize all Shop Stewards and all matters pertaining to the application of this Agreement shall be taken up with the Union Representative and/or Shop Stewards with the Company's designated officers or conversely, by the Company's designated officers with the Shop Stewards and/or Union Representative.

10.05 The full-time Union Representative may be present at all meetings held between the Shop Stewards and the Company.

ARTICLE 11 UNION REPRESENTATIVE'S VISITS

11.01 The Company will not unreasonably deny an authorized Union Representative access to its Brandon Stockyards. The Union Representative will notify the Manager upon arrival. In the event that the Manager is not available, the Union Representative will notify either the Office Manager or the Acting Manager on duty at the time. Access will only be accorded to enable the Union Representative to visit and engage in discussions with the appropriate officials or employees of the Company in respect of matters arising out of business of the Union within the bargaining unit. Such visits shall not be used for the purpose of conducting Union meetings. The Company is relieved of all responsibility for any injury sustained by a Union Representative during a visit to the Brandon Stockyards.

Interviews with employees, other than on their meal and/or rest periods, shall be limited to a ten (10) minute period at any one (1) time, or longer if mutually agreed.

ARTICLE 12 LEAVES OF ABSENCE

12.01 Personal Leave

A leave of absence without pay, for personal reasons, may be granted to an employee. If the leave is for a period of one (1) calendar week or more a written application must be made by the employee to the Company and written confirmation of said leave shall be given to the employee involved by the Company within two (2) working days of said request. Such request shall state the reason for the request and the length of the leave. Any request for such leave shall not be unreasonably denied by the Company.

12.02 Negotiation Leave

The Company agrees to allow one (1) employee time off, with pay of up to two (2) days, for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement. The Company shall pay eight (8) hours pay to the employee for each day that the employee is required to be in attendance in negotiations.

12.03 Union Leave

A leave of absence without pay to attend to Union business shall be granted to an employee. Two (2) weeks advance notice in writing shall be given to the 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.

12.04 **Union Convention/Conference/Education Leave**

The parties to this Agreement recognize the value of Union education and training. As such the Union will ensure education and training is made available for its elected and/or appointed Shop Stewards, negotiating committee members and Health and Safety Committee members. The Company will not unreasonably deny such requests for Union leave. The Company will pay an employee the hours they would have worked on the dates of Union leave that do not exceed five (5) consecutive working days. The Company will then bill the Union for such hours paid to the employee. The Union will reimburse the Company within thirty (30) calendar days of receipt of the invoice.

12.05 **Jury Duty/Witness Fees**

On presentation of court documentation, any employee who must serve as a juror, which shall include jury selection or an employee who is required to act as a witness for the Crown or Company, shall be paid the difference between their 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/witness.

12.06 **Maternity Leave**

A female employee who has completed their probationary period or seven (7) consecutive months of employment, whichever comes first, shall be granted a maternity leave of absence without pay by the Company. Said employee shall be re-employed by the Company after the birth and must return to work within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave she must give the Company a minimum of two (2) weeks' notice in advance of the day she intends to return to work.

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

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

Parental Leave**(A) Entitlements**

Every employee

- (a) who has completed their probationary period or completed seven (7) consecutive months of employment, whichever comes first and who,
 - (i) becomes the natural parent of a child or assumes actual care and custody of their newborn child, or
 - (ii) adopts a child under the law of a province; and
- (b) who submits to the Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to sixty-three (63) weeks.

(B) Commencement of Leave

Subject to the following paragraph, parental leave must commence no later than the first (1st) anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when their parental leave is to commence and, where possible, shall 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 sub-article (A) above is not made in accordance with sub-article (b), the employee is nonetheless entitled to, and upon application to the Company shall be granted, parental leave under this Article for the portion of the leave period that remains at the time the application is made.

(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 to the same or similar position to the one occupied at the time such leave commenced.

12.08 **Compassionate Care Leave**

Employees may request time off, without pay, for compassionate care purposes to care for a terminally ill family or like family member, and if so, shall be granted a leave of absence or absences which shall not exceed twenty-eight weeks in total. Said compassionate care leave shall be consistent with Employment Insurance regulations and employees and the Company agree to complete all necessary paperwork.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per sub-article 12.09, Bereavement Leave, of this Collective Agreement.

12.09 **Bereavement Leave**

Employees shall be granted a leave of absence, with pay, up to three (3) non-consecutive scheduled working days due to a death in their immediate family. In the event the funeral/memorial is held outside of a radius of two hundred (200) kilometres from Brandon, an additional two (2) days with pay will be provided, providing the employee attends the funeral/memorial. Immediate family, including step and foster family, shall be defined to include only the employee's mother, father, mother-in-law, father-in-law, spouse (including common law spouse of the same or opposite sex), fiancé, son, daughter, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, and spouse's grandparents.

Employees will be granted two (2) non-consecutive scheduled working days, with pay, upon the death of the employee's niece, nephew, aunt or uncle.

Employees shall be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, for the purpose of delayed interment or other ceremony, within six (6) months of death. The employee shall provide notice, in writing, to the Company, of such intent.

12.10 Additional days off, without pay, for bereavement purposes may be granted upon written request to the Company.

12.11 Providing the employee gives twenty-four (24) hours' notice, the Company shall grant one (1) day off, with pay, to any employee who acts as a pallbearer, officiant or eulogist at a funeral.

12.12 Proof of death may be requested by the Company. Acceptable proof includes death certificate, newspaper notice, memorial card or letter from a local clergy.

12.13 Family Responsible Leave

An employee is eligible for up to five (5) scheduled days leave, without pay, for the purpose of providing necessary care for a family member or a person like family per calendar year. Entitlement to such leave is subject to the following conditions:

- (a) The employee must give as much advance notice as possible, in writing, of intention to take family responsibility leave. Should advance notice not be possible, such leave shall not be denied; and
- (b) The employee will provide reasonable verification of the necessity for the leave if so requested.

12.14 Long Term Leave For Serious Injury Or Illness

Employees who have been employed for at least ninety (90) days' and are suffering from a serious injury or illness which will prevent them from being at work for at least two (2) weeks shall be entitled to this unpaid leave.

Employees are entitled to take Long-Term Leave for serious injury or illness for up to seventeen (17) weeks in a fifty-two (52) week period. The leave must be taken in one (1) continuous period unless mutually agreed between the Company and employee.

For an employee to be eligible for the leave, a Medical Professional must issue a certificate to verify that the employee is expected to be incapable of being at work for at least two (2) weeks due to a serious illness or injury. The medical certificate shall be provided to the Company as soon as possible.

Employees may end their leave earlier than seventeen (17) weeks if they give the Company at least two (2) weeks' notice in writing before the day they intend to return to work. The Company and employee may agree to a different schedule for returning to work.

The Company may require a medical certificate to confirm that the employee is fit to return to work.

At the end of an employee's leave under this Article, the Company shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

12.15 Interpersonal Violence Leave

Interpersonal Violence Leave of absence without pay and without loss of seniority shall be granted and administered in accordance with the provisions of *The Employment Standards Code (Manitoba)* as amended from time to time.

Interpersonal Violence includes domestic violence, sexual violence and stalking. Employees who are victims of Interpersonal violence, or have dependants who are victims of Interpersonal violence, shall be entitled to take the leave after they have worked for at least ninety (90) days.

Domestic violence is set out in *The Domestic Violence and Stalking Act*. Under the definition, domestic violence is:

- (a) an intentional, reckless or threatened act or omission that causes bodily harm or property damage;**
- (b) an intentional, reckless or threatened act or omission that causes a reasonable fear of bodily harm or property damage;**
- (c) conduct that reasonably, in all the circumstances, constitutes psychological or emotional abuse;**
- (d) forced confinement;**
- (e) sexual abuse.**

***The Domestic Violence and Stalking Act* describes situations of domestic violence as instances of violence that occur by one person against another person who:**

- (a) lives or has lived with them in a spousal, conjugal or intimate relationship;**
- (b) has or had a family relationship with them, in which they have lived together;**
- (c) has, or previously had, a family relationship with them, in which they have not lived together;**
- (d) has or had a dating relationship with them, whether or not they have ever lived together;**
- (e) is the other biological or adoptive parent of their child, regardless of their marital status or whether they have ever lived together.**

Sexual violence is any sexual act or act targeting a person's sexuality, gender identity or gender expression that is committed, threatened or attempted against a person without the person's consent. The act may be physical or psychological in nature and includes:

- (a) sexual assault;**
- (b) sexual harassment;**
- (c) indecent exposure;**
- (d) voyeurism;**
- (e) sexual exploitation;**

The meaning of stalking is set out in *The Domestic Violence and Stalking Act*. Under the definition, stalking occurs when a person repeatedly engages in conduct that causes the other person to fear for their own safety. The conduct referred to in the definition includes:

- (a) following the other person or anyone known to the other person;**

- (b) communicating or contacting the other person or anyone known to the other person directly or indirectly;**
- (c) using the Internet or other electronic means to harass or threaten the other person;**
- (d) being constantly present or watching any place where the other person, or anyone known to the other person, lives, works, carries on business or happens to be; or**
- (e) engaging in threatening conduct directed at the other person or anyone known to the other person.**

Employees may take an Interpersonal violence leave for only one (1) or more of the following purposes, as these purposes relate to the employee or to a dependent:

- (a) to seek medical attention in respect of a physical or psychological injury or disability;**
- (b) to obtain services from a victim services organization;**
- (c) to obtain psychological or other professional counselling;**
- (d) to relocate temporarily or permanently;**
- (e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the interpersonal violence; or**
- (f) any other purpose prescribed in the regulation.**

An employee's dependent is:

- (a) a child of the employee;**
- (b) a child of the employee's spouse or common-law partner;**
- (c) any person under eighteen (18) years of age who is under the care and control of the employee;**

- (d) any person who is eighteen (18) years of age or older, and who, because of illness, disability or any other reason, is under the day to day care and control of the employee.**

The child of an employee shall be considered a victim of Interpersonal violence when the child:

- (a) is a victim of interpersonal violence directly, or**
- (b) is directly or indirectly exposed to interpersonal violence experienced by:**
 - (i) a parent,**
 - (ii) a child of a parent,**
 - (iii) a spouse or common-law partner of the child;**
 - (iv) a child of the child, or**
 - (v) any other person who lives with the child as a member of their family**

There are two (2) parts to Interpersonal Violence Leave. One part of the leave allows employees to take up to ten (10) days consecutively or on an intermittent basis in a fifty-two (52) week period, as needed by the employee. The other part allows employees to take up to seventeen (17) weeks in a fifty-two (52) week period in one continuous period. Employees can take the leave in any order that meets their individual circumstances.

Employees are entitled to be paid for up to five (5) days of Interpersonal violence leave in a fifty-two (52) week period. It is the employee's responsibility to notify the Employer of the days to be paid. The amount paid to the employee must be no less than the wages they would normally earn for their regular hours of work. The Employer may give greater benefits than those provided for in the legislation. The employee shall continue to accumulate their seniority.

Employees must provide reasonable verification of the need for the leave when taking paid days. The Employer may require verification from the employee for unpaid days of leave. The employee shall provide the Employer as much notice as is reasonable in the circumstances.

The employee shall give the Employer at least two (2) weeks' notice in writing before the day they intend to return to work. Employees must be returned to the position the employee occupied when the leave began or to a comparable position, with no less than the pay and benefits the employee earned immediately prior to the leave. The employee shall continue to accumulate seniority during the leave.

12.16 **Critical Illness Leave of a Child**

An employee who is a family member of a critically ill child and who has been employed for at least thirty (30) days, is entitled to Critical Illness leave of a Child, without pay.

A critically ill child is defined as a child under eighteen (18) years of age with a life-threatening illness or injury. This is the same as the definition used in the regulations made under the Federal Government's *Employment Insurance Act*.

Employees shall provide the Company with a doctor's certificate indicating that the child is critically ill and requires the care or support of the employee for a specified amount of time.

Where possible, the employee shall provide two (2) weeks' notice before the leave.

Employees may take up to thirty-seven (37) weeks of leave within a fifty-two (52) week period. Employees may take the leave in one (1) or more periods, however, each period must be at least one (1) week long. This leave may be extended.

Employees shall return to work by giving the Company two (2) weeks' notice in writing before the day they intend to return to work. The Company and employee may agree to a different schedule for returning to work.

At the end of an employee's leave under this sub-article, the Company shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

12.17 **Critical Illness Leave of an Adult**

An employee who is a family member of a critically ill adult and who has been employed for at least ninety (90) days, is entitled to Critical Illness leave of an Adult, without pay.

A critically ill adult is defined as a person eighteen (18) years of age or more with a life-threatening illness or injury. This is the same as the definition used in the regulations made under the Federal Government's *Employment Insurance Act*.

Employees shall provide the Company with a doctor's certificate indicating that the adult is critically ill and requires the care or support of the employee for a specified amount of time.

Where possible, the employee shall provide two (2) weeks' notice before the leave.

Employees may take up to seventeen (17) weeks of leave within a fifty-two (52) week period. Employees may take the leave in one (1) or more periods, however, each period must be at least one (1) week long. This leave may be extended.

Employees shall return to work by giving the Company two (2) weeks' notice in writing before the day they intend to return to work. The Company and employee may agree to a different schedule for returning to work.

At the end of an employee's leave under this sub-article, the Company shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

12.18 Disappearance or Death of a Child Leave

An employee shall receive Disappearance or Death of a Child Leave without pay for up to fifty-two (52) weeks if they are a parent of a child, under the age of eighteen (18), who has disappeared as a result of a crime. If the child has died as a result of a crime, the employee is entitled to take a leave of up to one hundred and four (104) weeks, subject to the following:

Employees must have completed at least thirty (30) days' employment, and are:

- (a) a parent of a child;
- (b) the spouse, common-law partner or same sex partner of a parent of a child;
- (c) a person with whom the child was placed for the purposes of adoption;
- (d) the guardian or foster parent of a child; or,

- (e) a person who has the care, custody or control of a child, and is considered to be like a close relative, whether or not they are related.

Reasonable verification of the need for the leave must be provided to the Company as soon as possible.

Where possible, the employee shall provide two (2) weeks' notice before the leave.

Employees may end the leave earlier by giving the Company two (2) weeks' notice in writing before the day they intend to return to work. The Company and employee may agree to a different schedule for returning to work.

At the end of an employee's leave under this Article, the Company shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

12.19 Organ Donation Leave

Employees who have been employed for at least thirty (30) days shall receive Organ Donation Leave without pay for up to thirteen (13) weeks to donate an organ or tissue to another individual.

Employees must provide a certificate from a Doctor stating the start and end dates for the period of time necessary to donate the organ and recover from the procedure.

Where possible, the employee shall provide two (2) weeks' notice before the leave.

Employees are entitled to extend their leave by up to an additional thirteen (13) weeks, without pay, if a Doctor provides another certificate stating the time period needed to finish recovering.

Employees may end the leave earlier by giving the Company two (2) weeks' notice in writing before the day they intend to return to work. The Company and employee may agree to a different schedule for returning to work.

At the end of an employee's leave under this Article, the Company shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

12.20 Leave for Citizenship Ceremony

Employees who have been employed for at least thirty (30) days may take up to four (4) hours of unpaid leave to attend their citizenship ceremony and receive their certificate of citizenship, as provided under the *Citizenship Act*.

The employee shall provide at least two (2) weeks' notice, or as much notice as possible before the ceremony.

12.21 Leave for Reservists

Employees, who are members of the Canadian Forces Reserves and have been employed for at least seven (7) consecutive months may be absent from work for the purpose of service (active and/or training), qualify for Leave for Reservists. Employees may take unpaid leave for as long as they continue to serve. There is no restriction on the length or how often a Reservist can go on the unpaid leave.

At the end of an employee's leave under this sub-article, the Company shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with no less wage and any other benefits earned by the employee immediately before the leave began. Employees cannot be terminated or laid off for taking this leave.

Employees must provide as much notice as reasonable and practicable in the circumstances for this leave. The Company may request a certificate from an official in the Reserves confirming the employee is a member of the Reserves, is required for service, and where possible, the start and end dates for the period of service. The employee shall provide at least two (2) weeks' notice of their return to work date.

12.22 Leave Authorization

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

ARTICLE 13 ADJUSTMENT OF GRIEVANCES

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

13.02 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within ten (10) 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.

13.03 All grievances must be submitted in writing.

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

STEP 1: By a discussion between the employee and Shop Steward and/or Union Representative, with the Centre Manager. The Centre Manager or designated appointee shall reply to the grievance in writing, to the Union, within five (5) working days. If a satisfactory settlement has not been reached, the Union Representative or employee may proceed to Step 2.

STEP 2: The Union Representative and/or the Shop Steward may take the matter up with the Company official designated by the Company to handle Labour Relation matters. If the matter is not taken up within ten (10) working days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

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

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

13.07 The Shop Stewards, not exceeding two (2) in number, shall, when practicable, be allowed to leave the work stations for discussion with the Foreperson, Centre Manager or other designated representative of the Company concerning any grievance which may arise.

13.08 If a regular employee, dismissed for any reason whatsoever, feels that they have been unjustly dealt with, the employee may consult with a Shop Steward before leaving the premises of the Company and, if they wish to lodge a grievance, may do so within the time limits prescribed above. The grievance will be dealt with in accordance with the grievance procedure, beginning with Step 2.

ARTICLE 14 SELECTION OF AN ARBITRATOR

14.01 If the Union and the Company cannot reach a settlement, upon request of either party the grievance shall be submitted to an Arbitrator. The parties shall select a mutually acceptable person to act as an Arbitrator. If agreement cannot be reached on the appointment of an Arbitrator within seven (7) calendar days or a longer period mutually agreed upon, the parties shall then request the Manitoba Labour Board to appoint an Arbitrator.

 The Arbitrator shall not be deemed to be willing to act unless they are in a position to convene a hearing within twenty-eight (28) days from the date of their selection.

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

14.02 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.

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

14.04 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement.

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

14.06 The findings and decisions of the Arbitrator shall be binding and enforceable on all parties involved.

14.07 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 Agreement.

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

14.09 At the request of either party, the Company and the Union agree that at any time prior to the hearing date for an Arbitration they may voluntarily agree to use a mutually acceptable Mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such Mediator shall be borne equally by the Company and the Union. Unless otherwise mutually agreed to between the Company and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

ARTICLE 15 SENIORITY

15.01 Seniority shall be defined as the length of continuous service with the Company within the bargaining unit. 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. In the case of an employee who was once in the employ of the Company, but who resigned or was discharged, or whose employment was previously terminated, seniority shall date from the most recent date of employment.

15.02 Seniority List

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

In addition to the above in January and July of each year or whenever a written request to do so is received from the Union, the Company shall provide the Union with an electronic Excel format list containing the current name, address, telephone number, classification, department, status, rate of pay, employee number, start date, seniority date and social insurance number of all bargaining unit employees including those on leave.

15.03 In all cases of promotions, demotion, transfer or call-ins, seniority shall govern, subject to the ability of the employee concerned to do the normal requirements of the job and the necessity of maintaining efficient operations.

15.04 When a layoff occurs, probationary employees shall be laid off first, then part-time employees will be laid off in reverse order of their seniority and then full-time employees will be laid off in reverse order of their seniority, subject to the ability of the employee concerned to do the normal requirements of the job and the necessity of maintaining efficient operations.

15.05 Following a layoff, subject to the ability of the employee concerned to do the normal requirements of the job and the necessity of maintaining efficient operations, employees will be recalled in order of their seniority as follows: full-time employees will be recalled first, then part-time and then probationary employees. When recalling an employee, the Company will telephone initially and, when deemed necessary, confirm the recall in writing. Should an employee so recalled refuse to report for work without providing a reason satisfactory to the Company, the employee will be deemed to have terminated their employment with the Company.

15.06 An employee shall cease to have seniority rights and their employment status with the Company shall be terminated for all purposes if the employee:

- (a) is duly discharged by the Company and is not reinstated through the grievance and arbitration procedure contained in the Agreement; or
- (b) voluntarily resigns or retires; or
- (c) has been laid off continuously for a period of twelve (12) consecutive months or is called back to work after a layoff and does not return to work within seven (7) calendar days of receiving a registered letter sent to their last known address unless a reason satisfactory to the Company is provided; or
- (d) is absent from work without an approved leave of absence for more than two (2) consecutive working days unless a reason satisfactory to the Company is provided.

15.07 Employees within the bargaining unit, who accept a position with the Company which places them outside of the bargaining unit, shall continue to accumulate seniority for the purpose of this Agreement, for a period of up to six (6) calendar months. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the six (6) month period if they so choose. Employees who remain outside of the bargaining unit beyond the six (6) month time limit shall keep the seniority they had immediately prior to leaving the bargaining unit in the event they eventually return to the bargaining unit, but shall not, in such cases, accumulate any seniority for the time period that they were outside of the bargaining unit beyond the six (6) month limitation.

15.08 The Company agrees to give consideration to senior employees' preference of shift, subject to operational requirements.

ARTICLE 16 VACANCIES AND JOB POSTINGS

16.01 Vacancies within the scope of this Agreement shall be visibly posted on the bulletin boards seven (7) calendar days from which the vacancy occurred and employees shall be allowed a further fourteen (14) calendar days in which to make a written application for such vacancy. The Company shall notify the Shop Steward of all such vacancies, when the vacancy is posted and a copy of the posting shall be faxed or emailed to the Union Office.

16.02 New positions within the scope of this Agreement shall be visibly posted on the bulletin boards and employees shall be allowed fourteen (14) calendar days in which to make a written application for this new position. The Company shall notify the Shop Stewards of all such new positions when the new position is posted and a copy of the posting shall be faxed or emailed to the Union Office.

16.03 Vacancies and new positions within the scope of this Agreement shall be filled within a further seven (7) calendar days following completion of the fourteen (14) calendar days the vacancy and/or new position was posted for bids. The name of the successful applicant shall be posted and the Company shall forward a copy to the Union Office and shall notify the successful applicant.

16.04 An employee transferred or promoted to a vacancy or new position shall be on a trial period of three (3) months. If the employee is required to revert to their former position or if the employee voluntarily decides to revert to their former position during this three (3) month trial period, said employee shall be entitled to do so without any loss of benefits and seniority and shall receive their former rate of pay.

16.05 In filling job vacancies and new positions, the job shall be awarded to the senior applicant subject to qualifications and ability to do the job.

ARTICLE 17 HOURS OF WORK AND OVERTIME

17.01 Work Day/Work Week

 The standard work day shall be eight (8) consecutive hours exclusive of the meal period. The standard work week shall be forty (40) hours, consisting of five (5) days at eight (8) hours each, Monday to Sunday. Any employee, when called for work, shall be guaranteed **four (4)** hours' pay for that day at their regular hourly rate. Employees who leave of their own accord when work is available will not receive this guaranteed minimum **four (4)** hours' pay.

The Company shall post a schedule of hours of work for all employees by Tuesday noon of each week for the week commencing the Sunday following, and this shall not be changed without providing twenty-four (24) hours' notice, except in the event of emergencies.

17.02 Overtime at the rate of time and one-half ($1\frac{1}{2}$) will be paid for all work, except rotating weekend work, which is required to be performed:

- (a) in excess of eight (8) hours in any day;
- (b) on an employee's regularly scheduled day off.

17.03 The Company will notify employees of overtime as far in advance as is practicable. Overtime shall be by mutual agreement between the employees and the Company with the most senior employee on the shift who has the ability to do the normal functions of the job being requested first (1st) and thereafter in decreasing order of seniority, if they wish to work the overtime. If no employee wishes to work the overtime, the Company shall assign a junior employee who is capable of performing the work and this person must then work the overtime.

17.04 Each employee shall receive one-half ($\frac{1}{2}$) hour unpaid meal period daily, a fifteen (15) minute paid rest period during the first four (4) hours of work, and a fifteen (15) minute paid rest period during the last four (4) hours of work each day. Employees shall also receive a fifteen (15) minute paid rest period for each additional four (4) hours of work each day.

An employee's meal period will be scheduled as close to the midpoint of their shift as possible.

Employees who do not receive their fifteen (15) minute rest periods shall receive thirty (30) minutes pay at their regular hourly rate for each rest period missed. All missed rest periods must be authorized by the Foreperson or the Manager.

17.05 Overtime will be paid to an employee, in addition to their regular rate of wages, at a rate of time and one-half ($1\frac{1}{2}$) their regular rate for the time worked by such employee on a General Holiday as defined in Article 19 General Holidays.

17.06 When an employee is required to work more than two (2) hours' overtime beyond the regular eight (8) hour day, they shall be provided with a meal ticket for a free warm dinner and concurrently a one-half ($\frac{1}{2}$) hour scheduled dinner break with pay. Should the requirements of the operation necessitate the employee to forfeit one (1) of the fifteen (15) minute rest periods the day the overtime is worked, the dinner break will be extended by fifteen (15) minutes. The meal ticket will be issued on the day the overtime is worked and must be used within forty-eight (48) hours.

17.07 If by mutual agreement between the Company and the employees, the decision is made to work overtime without the meal and time to eat it, or if the cafeteria is closed, the Company will pay **fifteen (\$15.00)** dollars in lieu of a meal.

The Company agrees that in the event the cost of cafeteria specials and/or meal tickets exceed **fifteen (\$15.00)** dollars, this sub-article 17.07 will be deemed to be increased the equivalent of that amount.

17.08 When an employee is called out by the Company to do emergency work after leaving the Company's premises and outside their regular scheduled **hours**, when the emergency is over, **they shall** be paid an amount at least equal to **four (4)** hours straight time pay or the normal overtime rate for the actual hours worked, whichever is greater.

17.09 If an employee is required to work in excess of twelve (12) consecutive hours, such employee shall be paid double (2X) time for such additional hours.

17.10 In the event that an employee is going to be absent from a scheduled shift, they must contact the Company as soon as possible to advise them. If any employee is required to leave work for any reason (e.g. illness) they must advise the Company before their departure. Failure to notify the Company of an absence, as outlined above, may result in progressive discipline.

ARTICLE 18 HEALTH AND WELFARE

18.01 The Company's present policy and subsequent amendments (in accordance with bylaws of the plans concerned) of providing Pension Plan, Group Income Guarantee Insurance, Group Life Insurance, Accidental Death and Dismemberment, Group Dental Plan, and Extended Health shall be continued during the term of this Agreement. The current cost sharing arrangements will continue.

18.02 It is agreed that participation in the Group Life and Income Guarantee Insurance Plan, the Pension Plan and the Dental Plan is a condition of employment from the date an employee qualifies.

18.03 A summary of employee benefits is as contained in the Company Benefit Booklet, which will be provided to each eligible employee. Full-time employees will have a three (3) month waiting period. Part-time employees will have a three (3) month waiting period and then must average and maintain twenty (20) hours or more **per week** in a four (4) week period, and then average and maintain twenty (20) hours or more **per week** in each running four (4) week period.

ARTICLE 19 **LABOUR/MANAGEMENT RELATIONS**

19.01 The Company and the Union agree to establish a Joint Labour Management Committee (JLM) **consisting of a bargaining unit member appointed by the Union and representatives from the Company** to address issues of concern to the Union and the Company. The **full-time Union Representative may also attend these meetings from time to time**. The meetings shall be held quarterly or at the request of either party. The parties will make their best efforts to address and resolve issues raised at the JLM meetings. Minutes of all meetings that occur shall be kept and a copy **shall be given to each member of the committee and a copy** shall be posted on the bulletin board for all employees to see. The Committee shall not have the jurisdiction to interpret and/or amend any terms and conditions contained in the Collective Agreement.

ARTICLE 20 **GENERAL HOLIDAYS**

20.01 The following days shall be recognized and considered as paid General Holidays:

New Year's Day	Labour Day
Louis Riel Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Terry Fox Day	Boxing Day

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

20.02 **In order for an employee to qualify for a General Holiday with pay the employee must not have been voluntarily absent from their scheduled work day immediately prior to or following such holiday. Vacation, illness, injury, or any other authorized leave of absence shall not disqualify an employee.**

20.03 Employees required to work on any of the General Holidays shall be paid, in addition to their regular rate, at a rate of one and one-half (1½X) times such employee's regular rate of wages for the time worked by them that day.

20.04 Employees must notify the scheduler one (1) week prior to the General Holiday of willingness and availability to work on the General Holiday. From the list above the Company will recognize seniority subject to qualifications, ability and maintenance of efficient operations. Where insufficient, qualified employees sign up to work a General Holiday, reverse seniority will be used to assign work on the General Holiday.

20.05 If a General Holiday occurs during an employee's vacation the employee shall take an extra day's vacation with pay at a time mutually agreed to between the employee and the Company.

20.06 When a General Holiday falls on a day when the Company's operation is normally closed, employees shall be granted an alternate day as the General Holiday, at a time mutually agreed to between the employee and the Company, for which employees shall then receive time off with pay as referred to in this General Holiday pay Article.

20.07 **Amount of General Holiday Pay**

All employees, including part-time employees who work ten (10) days or more out of the previous thirty (30) calendar days, who qualify in sub-article 20.02 above shall receive eight (8) hours' pay at their regular hourly rate of pay for each General Holiday except as outlined below.

Employees who work less than ten (10) days out of the previous thirty (30) calendar days will be paid five (5%) percent of their total earnings, excluding overtime, paid in the four (4) calendar weeks immediately preceding the General Holiday providing they qualified for the pay in accordance with sub-article 20.02 above.

ARTICLE 21 VACATIONS

21.01 The year of employment for calculating vacations is the calendar year.

21.02 An employee who has completed more than thirty (30) days of employment, but less than one (1) year in the previous calendar year is entitled to a vacation of one (1) working day for each month of employment up to a maximum of ten (10) working days. Vacation pay will be four (4%) percent of gross earnings during the previous calendar year.

21.03 An employee who has been employed for more than one (1) full year but less than two (2) calendar years is entitled to an annual vacation of two (2) weeks. Vacation pay will be four (4%) percent of gross earnings for the previous calendar year.

21.04 An employee who has been employed for two (2) or more calendar years is entitled to an annual vacation of three (3) weeks. Vacation pay will be six (6%) percent of gross earnings for the previous calendar year.

21.05 An employee who has been employed for over ten (10) calendar years is entitled to an annual vacation of four (4) weeks. Vacation pay will be eight (8%) percent of gross earnings for the previous calendar year.

21.06 An employee who has been employed for over eighteen (18) calendar years is entitled to an annual vacation of five (5) weeks. Vacation pay will be ten (10%) percent of gross earnings for the previous calendar year.

21.07 Employees will submit their vacation requests by April 15th of each calendar year. Employees who fail to make a request will be scheduled by the Company subject to sub-article 21.08, Part-time Employee Vacation Pay. The Company will prepare a list of scheduled vacations having due regard for the seniority of each employee, and post the schedule no later than May 1st each year. An employee who wishes to take their vacation at a time other than listed will notify the Company of their request within fifteen (15) days of the posting of the list of the scheduled vacations. Such request will not be unreasonably denied but will not result in an employee who submitted their request prior to April 15th being displaced from their vacation choice.

21.08 **Part-time Employee Vacation Pay**

Part-time employees' vacation pay will be paid in May of each year unless the employee indicates that they wish to receive vacation pay at the time the employee takes their actual vacation for that year. Part-time employees' vacation pay shall be made on cheques that are separate and apart from the employee's regular earnings, with separate deductions.

21.09 Vacation pay shall be paid to full-time employees on their regular payday during their vacation period unless the employee has requested otherwise, in writing, two (2) weeks prior to their vacation commencing. In such case they will be paid on their last payday prior to their vacation commencing.

ARTICLE 22 COURT'S DECISION

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

ARTICLE 23 WAGES

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

23.02 New employees may be provided a previous experience credit to a maximum of three thousand and two hundred (3200) hours in the Yard Worker classification and two thousand and four hundred (2400) hours in the Senior Yard Worker classification, provided:

- i) it is comparable experience; and
- ii) twelve (12) months have not elapsed since their last day worked.

The Company may exceed these maximums or waive the requirements above for individual employees where in its opinion it will best serve the interest of the business. The Company will be fair and reasonable when determining the amount of credit the employee will receive and agrees to notify the Union of the event where an employee is granted credit in excess of sub-section 9.02.

23.03 Payment to an employee for overtime worked during one (1) pay period, will be included in the wages paid at the end of the pay period next following.

23.04 An employee who has been appointed to relieve the Foreperson while on their annual vacation and other Company assignments shall receive an additional two (\$2.00) dollars per hour for all time so employed. To receive said relieving rate of pay, an employee must work a minimum of eight (8) hours in the assigned capacity.

23.05 New or rehired employees shall be classified according to previous comparable experience for the purpose of establishing wage rates.

23.06 Employees shall be paid, via direct deposit to a financial institution of the employee's choice, every second Friday. Each employee's pay stub shall include an itemized statement of wages.

ARTICLE 24 HEALTH AND SAFETY

24.01 The Company shall establish a joint Labour/Management Health and Safety Committee which will endeavour to meet monthly during regular working hours and which shall conduct safety tours of the Company's operation. Such time spent shall be with pay. The committee shall be comprised of two (2) members chosen by the Union and two (2) Management persons. A full-time Union Representative may also attend these meetings from time to time. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office shall also be provided with a copy of these minutes within fourteen (14) calendar days of completion of the meeting. The chairperson of this committee shall rotate from meeting to meeting to

ensure that there is an equal balance of representation in this position between Management and the employees.

24.02 In situations where an employee believes that a health and/or safety hazard exists, the employee shall first (1st) report their concerns to the Health and Safety 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 health and/or safety hazard exists, the employee shall be entitled to refuse to work until such time as a person from the appropriate government agency dealing with health and safety matters has come to the Company's operations to inspect the concerns firsthand. During this time period the employee shall not be paid unless the employee is prepared to do such alternate work as offered by the Company.

24.03 The Company shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the joint Labour/Management Health and Safety Committee to attend health and safety seminars, courses or conferences. The time and scheduling of this time off is to be mutually agreed upon between the Company and the Union. The Company shall not be required to pay lost wages in excess of sixteen (16) hours per committee member from the bargaining unit, per calendar year.

24.04 **Work Clothing/Footwear Allowance**

Each employee who has completed their probationary period will be eligible for a work clothing/footwear allowance in the amount of one hundred (\$100.00) dollars per Agreement year. **All non-probationary employees on the payroll as of January 1st of each year shall be paid the work clothing/footwear allowance on January 1st of each calendar year within the term of the Collective Agreement. Probationary employees or employees newly hired after January 1st shall receive the work clothing/footwear allowance the pay period following the completion of their probationary period. No employee shall be entitled to more than one (1) work clothing/footwear allowance payout per calendar year, including rehired employees.**

ARTICLE 25 WORKERS COMPENSATION BENEFITS

25.01 When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall inform the Company as soon as possible following the injury or knowledge of the illness, 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.

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

25.03 **Accident/Dangerous Occurrence Report Form**

In the event an employee is injured due to an event arising out of, and in the course of employment, if medically possible, the injured employee will be promptly assisted by Company Management and fill out an Accident/Dangerous Occurrence Report form. A copy of said form shall be provided to the injured employee immediately following the report of the incident. The Accident/Dangerous Occurrence Report form will be in compliance with the Manitoba Workers Compensation Act.

ARTICLE 26 HARASSMENT/ABUSE

26.01 The Company, in exercising its responsibility, endeavours at all times to provide a work environment that is supportive of both productivity and the personal goals, dignity and self-esteem of every employee. Harassment, including sexual harassment and abuse of authority, constitutes unacceptable conduct and shall not be tolerated. The joint Labour/Management Health and Safety Committee will review, and if necessary recommend amendments to the Harassment Policy to ensure it is in compliance with Manitoba Human Rights and Health and Safety legislation and regulations.

ARTICLE 27 APPENDICES AND LETTERS OF UNDERSTANDING

27.01 The parties agree that all Appendices and Letters of Understanding that are attached to the end of this Agreement shall be considered as forming part of the Collective Agreement for all purposes except as otherwise specified in the Letter itself.

ARTICLE 28 NOTICE OF CLOSURE

28.01 The Company shall notify all employees who are to be affected by the permanent closure of all or any portion of the Company's operation, sixty (60) working days prior to the effective date of such closure or shall award pay in lieu thereof. In the event Manitoba legislation requires additional notice and pay in lieu of notice be given, such legislation will apply.

28.02

Severance Pay

Any employee who is terminated due to the permanent closure of the Company's operation or any portion of the Company's operation, or any employee who is terminated because their job has become redundant, or any employee who is terminated because of the Company's decision to downsize their operation, or any employee who is terminated due to a technological change, shall be entitled to receive severance pay. Full-time employees shall receive severance pay in the amount of forty (40) hours' pay at their regular hourly rate of pay for each twelve (12) months of employment with the Company to a maximum of six (6) weeks. Part-time employees shall receive severance pay in the amount of two (2%) percent of their total gross earnings for each twelve (12) months of employment with the Company, all of which shall be calculated using their total gross earnings for the first twelve (12) months in which work was performed immediately prior to the effective date of termination, to a maximum of six (6) years.

ARTICLE 29 SALE/MERGER/MOVING OF BUSINESS

29.01 The Company agrees to notify the Union in the event of sale, merger or moving of the location of the business.

ARTICLE 30 ALTERNATIVE DISPUTE RESOLUTION

30.01 Should the Company and the Union reach an impasse in negotiations for the renewal of the above-mentioned Agreement, upon seven (7) calendar days written notice, a strike or lockout may commence.

30.02 After forty-five (45) calendar days has elapsed since the strike or lockout commenced, all employees shall return to work and all outstanding matters shall then be submitted to an Arbitrator as hereinafter provided:

- (a) The Company and the Union shall meet and agree on which proposals remain outstanding between them within seven (7) days of the date of reaching such impasse.**
- (b) The Arbitrator shall be selected by mutual agreement between the Company and the Union if at all possible. If no agreement is reached on the person who shall act as Arbitrator, either party may then request The Manitoba Labour Board to make the appointment.**
- (c) The Arbitrator shall receive a written statement or brief from the Company and the Union outlining each of their respective**

positions on the outstanding proposals within fourteen (14) days of their appointment, and shall select either the Company's position, the Union's position, the combination of both the Company's and Union's positions as outlined by them as the basis for settlement, or settle the matters in any way they deem equitable.

- (d) The Company and the Union may mutually agree that their best interests would be served by having the Arbitrator convene a meeting rather than receiving the positions of parties in writing. Failing such mutual agreement, the Company and the Union shall submit their final positions on all outstanding proposals by courier, to the Arbitrator, within the fourteen (14) days specified above, or they shall waive all rights under this provision, and the Arbitrator is instructed to proceed with the written statements or briefs which are properly filed within the time limits specified above.
- (e) The Arbitrator shall render a decision within twenty-eight (28) days of their appointment and said decision shall be final and binding on all parties to this Agreement.
- (f) The Company and the Union shall pay the cost of their witnesses if required. The Company and the Union shall equally share the cost of the Arbitrator.

ARTICLE 31 TERM OF AGREEMENT

31.01 This Agreement shall be in effect from April 1, **2022**, and remain in full force and effect until March 31, **2025** and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

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

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

SIGNED THIS DAY OF , 2022.

FOR THE UNION:

FOR THE COMPANY:

APPENDIX "A"

WAGES

A-1 Classifications and Hourly Rates of Pay

	Date of Ratification	April 1, 2023	Oct 1 2023	April 1, 2024
Increase	2.5%	2.75%		3%
<u>Yard Worker</u>				
Start	\$14.00	\$14.50	\$15.65	\$15.65
After 800 hours	\$14.48	\$14.88	\$15.65	\$15.65
After 1600 hours	\$14.96	\$15.37	\$15.65	\$15.83
After 2400 hours	\$15.44	\$15.86	\$15.86	\$16.34
After 3200 hours	\$16.16	\$16.60	\$16.60	\$17.10
After 4000 hours	\$16.89	\$17.35	\$17.35	\$17.88
<u>Senior Yard Worker</u>				
Start	\$17.47	\$17.95	\$17.95	\$18.49
After 800 hours	\$18.11	\$18.61	\$18.61	\$19.17
After 1600 hours	\$18.76	\$19.28	\$19.28	\$19.85
After 2400 hours	\$19.52	\$20.06	\$20.06	\$20.66
After 3200 hours	\$20.75	\$21.32	\$21.32	\$21.96

A-1.02 For the purpose of establishing an employee's incremental increases only, each employee will be considered to have career hours equal to the increment level where they are placed. Incremental increases will therefore be paid each **eight hundred (800)** hours worked and/or paid until they reach the top rate in their classification.

A-2 Overscaled Employees

All overscaled employees shall receive a two and a half (2.5%) percent wage increase effective April 1, 2023, an additional two and three quarter (2.75%) percent wage increase effective April 1, 2022, and an additional three (3%) percent wage increase, effective August 1, 2024.

A-3 Retroactive Pay

All employees in the bargaining unit on the date of ratification shall receive full retroactive pay to April 1, **2022**, for all hours worked and/or paid. Retroactive pay shall

be paid to all employees within thirty (30) calendar days following the date of ratification of this Agreement and shall be identified as a separate line item on each employee's cheque stub.

A-4 Minimum Wage

The parties agree that should the minimum wage in the province of Manitoba increase during the term of this agreement, the rates will be adjusted so as to ensure there is a minimum thirty-five (35¢) cent differential between any hourly rate and the minimum wage for the province, effective the same date the minimum wage is adjusted.

EXHIBIT ONE


TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the Union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between **the United Food & Commercial Workers Union, Local No. 832**, and **Heartland Livestock Services** contain the following statements:

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

"The Company agrees to deduct from the wages of each employee, such weekly Union dues, initiation fees and assessments as are authorized by the Union. The Company further agrees to deduct the Union dues and initiation fees automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded, via electronic transmission or direct deposit, 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 shall be accompanied by a four (4) or five (5) week or monthly written statement or electronic **Excel statement** of the names, Social Insurance Numbers and addresses of the employees for whom deductions were made and the amount of each deduction. The Company shall also provide the Union, when remitting the monthly remittances, with the names of employees and name changes of employees."

Below is a sample Membership Application which must be returned to the Company so they can forward it to UFCW, Local No. 832 at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within ten (10) calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		 United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.
MAILING ADDRESS	CITY	PROVINCE	POSTAL CODE	HOME PHONE	
PREFERRED LANGUAGE	E-MAIL ADDRESS			DATE OF HIRE (D/M/Y)	I hereby authorize the Union to use my SIN for identification purposes and to verify union dues received and make payments to me as requested only. (Cross out if you do not agree.)
COMPANY NAME	TO NO./LOCATION			DEPARTMENT/NO.	
CLASSIFICATION	PICTURE NO.			FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/>	CASUAL <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 & Commercial Workers International Union and its Local Union, and I agree to abide by the policies and procedures of the Union. I agree to the use of my personal information for the purposes of collective bargaining 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	

X _____

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.