

HYLIFE FOODS

FROM: February 1, 2020

TO: January 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



HYLIFE FOODS

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EXPIRY: JANUARY 31, 2025

AGREEMENT BETWEEN:

HYLIFE FOODS, Neepawa,
Manitoba, hereinafter referred to as
the "Employer",

AND

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

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

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

ARTICLE 1 PURPOSE

1.01 The Employer and the Union jointly recognize the need for efficient operations that enable the Employer to be competitive thereby creating an environment conducive to success. When negotiating terms and conditions of employment the parties recognize the importance of adapting to change, promoting flexibility, productivity and employee involvement in the workplace. Both parties agree that their mutual interest lies in friendly co-operation to promote the welfare of both the Employer and the employees.

ARTICLE 2 UNION RECOGNITION

2.01 The Employer or anyone authorized to act for it recognizes the Union as the sole collective bargaining agency as certified by the Labour Relations Board for the Province of Manitoba, for all its production employees excluding supervisors and those above the rank of supervisor, office and sales personnel, construction workers and those excluded by the Labour Relations Act and hereby consents and agrees to negotiate with the Union or any committee thereof in any and all matters affecting the relationship between the said employer and the employees who are members of the Union.

Additionally, at the Employer's operation known as Freezerco in the town of Neepawa, the Employer or anyone authorized to act for it recognizes the Union as the sole collective bargaining agency as certified by the Labour Relations Board for the Province of Manitoba, for all its employees excluding managers and those above the rank of manager, truck wash, Administrative Personnel, Chief Engineer and those excluded by the Labour Relations Act and hereby consents and agrees to negotiate with the Union or any committee thereof in any and all matters affecting the relationship between the said employer and the employees who are members of the Union.

2.02 The Employer agrees to retain in its employ, within the bargaining unit, only members of the Union in good standing.

2.03 The Employer shall be free to hire new employees who are not members of the Union, provided said non-members, whether part-time or full-time employees shall be eligible for membership in the Union, and shall make application within ten (10) working days after employment and become members within thirty (30) working days.

2.04 The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the new employee **their** responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Chief Steward of the Union, once a month, with a list containing names of all employees who have terminated their employment during the previous month.

2.05 Once a month, the **Union Representative** shall be notified by management **via email**, regarding the rate of pay and department of each new employee.

2.06 The Employer will notify the Union one (1) week in advance of an orientation for new foreign workers being scheduled, and forty eight (48) hours' notice for an orientation of domestic employees

 The Employer shall allow the full-time union representative, or **their** designate, sixty (60) minutes during the new employee orientation to explain their rights and obligations. Union Membership forms (Exhibit One) will be completed at this meeting.

ARTICLE 3 DEDUCTION OF UNION DUES

3.01 The Employer shall 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 Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' from their first pay. Monies deducted during any month shall be forwarded by the Employer to the Union by direct

deposit in accordance with the instructions of the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly electronic statement of the names and social insurance numbers and addresses of the employees for whom deductions were made and the amount of each deduction forwarded to the Union via email. The Employer shall also provide the Union, when remitting the monthly deposit, with the name and address changes of employees.

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

3.03 The Employer will procure from such new and probationary employees the necessary membership applications and membership in the Union shall be granted within the above-mentioned thirty (30) working day period.

ARTICLE 4 UNION REPRESENTATIVE'S VISITS

4.01 A full-time Union Representative known to the management as the designated Union Representative will be entitled to service the unit for the purpose of observing working conditions, interviewing members, and to ensure that the terms of the Collective Agreement are being implemented.

4.02 Under no circumstances will a Union Representative interrupt, disrupt or stop any employee while engaged in the performance of their duties. If the Union Representative wishes to speak to any employee, **they** shall first obtain permission from the senior onsite Human Resources official, who shall not unreasonably deny this request.

4.03 When entering the plant and before visiting the plant, the Union Representative shall contact the senior onsite Human Resources official and advise that **they** intend to visit the plant. The Employer shall then allow the Chief Steward or designate to accompany the Union Representative during such visits.

4.04 The Union Representative, when entering a department, shall first inform the senior onsite Human Resources official of **their** presence.

4.05 When in the plant, the Union Representative will follow all policies governing the plant operations. **In order to move about the plant unaccompanied the Union Representative must be approved by the Employer. Such approval will be granted after the Union Representative has undergone an orientation program to acquaint them with the operations of the plant and all health and food safety requirements in effect. In the event that the Representative is not approved then they will be required that be accompanied while in the plant.**

4.06 All time spent by the Chief Steward or alternate shall, if during their regular shift, be considered as time worked.

ARTICLE 5 MANAGEMENT

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

5.02 The Employer shall be the sole judge as to the merchandise to be handled.

5.03 The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth, the management, therefore, retaining all rights not specifically covered in this Agreement provided this will not be used for the purpose of discrimination against any employee or to avoid any of the provisions of this Agreement. All of the above shall be done within the context of the clauses of this Agreement.

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

ARTICLE 6 BARGAINING UNIT WORK

6.01 Management personnel shall not assume duties that are normally performed by hourly paid employees except where such duties are limited to occasional work, negligible in amount, but such management personnel shall in no way be restricted from work which:

- (a) is of a confidential clerical nature;
- (b) is for the purpose of instruction, experimentation, demonstration, investigation, replacement of any employee absent from **their** job during the day or coping with an emergency. An emergency herein shall not be construed as including work resulting from additional volume;
- (c) is to overcome production difficulties caused by absence of one or more employees.

ARTICLE 7 **CONTRACTING OUT**

7.01 The Employer prefers to have work done by its employees although at times it is necessary to have work performed by outside contractors. The relevant factors which the Employer will consider before contracting out such work include, adverse effect on employees, availability of required skills, duration and frequency of the job, urgency of the job, cost of equipment in relation to its use and relative cost comparison.

7.02 When work performed on the premises by outside contractors represents a material change in practice and has adverse effect on present employees of a group affected by such change of practice, the matter may be the subject of a grievance and may be taken to arbitration.

7.03 Should an arbitrator be called on to review the Employer's action, it may consider the relevant factors referred to above, in order to determine the reasonableness of the Employer's action with regard to all circumstances. Should the arbitrator find that the Employer's action was not reasonable, the arbitrator will direct that the Employer choose between having the work performed by its employees or ceasing such operation, and that the Employer shall have a reasonable time to effect the decision.

7.04 This provision does not apply to installation and construction work.

7.05 The Employer may at times experiment to determine if work can be performed effectively and economically by its own employees. When this is done for a trial period it shall not be considered a change of practice should the Employer elect to contract out, after the trial period.

ARTICLE 8 **LEAD HAND**

8.01 A lead hand cannot hire, fire, discipline, or suspend another employee. A lead hand's duties may include training co-workers and assisting to maintain sharp knives.

8.02 In cases of vacancy, the lead hand will be appointed by the Employer. Said employee shall be allowed **sixty (60) working days** to decide if **they** wish to perform said job. If not, the employee shall report to **their** former position. **During this same time period, the Employer may return the employee to their former position for any reason it deems appropriate to the situation.**

 In determining who is appointed, the Employer will post a notice of the lead hand vacancy to allow individuals to put their names forward as candidates. In this process, seniority will be one of several considerations along with technical capability and competency however the final appointment is at the sole discretion of the employer and will be based on the most technically capable and competent person for the position.

Employees selected under this process will be asked to provide a resume and will be interviewed and questioned on a variety of skill sets relative to the positions for which they apply.

8.03 A lead hand's job grade will be **eighty (80¢) cents** above the rate for a bracket 6.

ARTICLE 9 ADDRESS AND TELEPHONE NUMBERS

9.01 Employees shall notify the Employer's **Human Resource Department** at once of all changes of address and telephone numbers, temporary or permanent. The Union will assist the Employer in obtaining the necessary contact information for employees upon request. Failure of the employee to do so would relieve the Employer of any obligations to the employee under this contract where that information is required to fulfill the obligations, unless the information is relative to a recall.

9.02 The Employer agrees to provide the Union with addresses, phone numbers as provided by the employee, department, job, and rates of pay of all employees, in January, April, July and October of each year. **The Employer will also identify which employees are on a medical, maternity/parental or other type of leave of absence.**

ARTICLE 10 HOURS OF WORK

10.01 Work Week

The work week shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday. The schedule of hours is to be posted on the bulletin board and agreed to by both parties. This shall not be interpreted to imply any guarantee of hours.

Employees hired after **March 23, 2015** can be scheduled to work five (5) consecutive eight (8) hour days resulting in forty (40) hours per week under the following conditions:

- Employees hired after **March 23, 2015** who are assigned to the Japan Loading, Shipping, QA/HACCP, DSP, Speciality and Freezerco Departments can be scheduled to work either eight (8) hours per day, forty (40) hours per week, Monday through Friday or eight (8) hours per day, forty (40) hours per week, Tuesday through Saturday.
- Employees hired after **March 23, 2015** who are assigned to the Sanitation Department can be scheduled to work either eight (8) hours per day, forty (40) hours per week with consecutive days off.

- Employees hired after **March 23, 2015** who are assigned to the Maintenance Department can be scheduled to work no more than twelve (12) hours per day, with an average forty (40) hours per week averaged over three (3) weeks with a minimum of two (2) consecutive days off.
- Employees in the Japan Loading, Shipping, QA/HACCP, Sanitation, DSP, Specialty and Freezerco Departments who were hired prior to **March 23, 2015** will be given the option to remain on their current shift and may do so by advising the Employer of their choice within thirty (30) days of the date of ratification of this agreement.

In the event that the employee identified above opts to move to another position, then they will remain in their position on that shift until a replacement is trained and assigned the duties. The position they vacate will be posted in accordance with Article 22 except that the employer will not backfill the position in accordance with 22.05, but will assign a new employee hired after the date of ratification of this agreement to fill the vacancy.

In the event that the available position to which the employee identified above is being moved has a lower Bracket than the Bracket they are being paid, then the Employer will freeze that employee's current Bracket for a period of nine (9) months after which they will revert to the Bracket of the job they are performing.

This shall not be interpreted to imply any guarantee of hours.

The provisions for the establishment of the work week as outline above shall not apply to the Maintenance/Engineering department. The work week provisions for that department will be specifically addressed in Appendix D

10.02 **Work Schedule**

The work schedule shall consist of regular steady shifts and not split shifts.

10.03 **Changes to Work Schedule**

Changes to the hours of work may be made, from time to time, to meet the requirements of the business. The Union will be consulted before a change is made in a department's schedule, or when feasible, to an individual's schedule. Employees will be entitled to seven (7) days' notice of schedule changes for a department and forty eight (48) hours' notice to individuals when such change affects less than the entire department, unless notification of the shift change is made on a Friday in which case two (2) working days' notice shall be required. If a schedule is changed without sufficient notice, the employee(s) shall receive overtime for all hours worked outside the previous schedule until the expiry of the required notice.

10.04 Set Back Start Time

The Employer shall be entitled to set back the start time to a later hour and such change shall not be regarded as a change in the scheduled hours under the provisions of this section, however, overtime shall commence after the normal end of the shift. The Employer agrees to make reasonable efforts to advise employees in advance of a setback of the start time.

10.05 Minimum Time Off Between Shifts

All employees shall have a minimum of ten (10) hours off between shifts. This provision is effective only if an employee has not volunteered to work overtime following a shift. In the event that the Employer has insufficient employees to staff its operation then it will canvass employees who are on the same shift that is working the overtime, for example, employees working dayshift will be canvassed for dayshift overtime.

10.06 Clean-up Time

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

10.07 Time Clock

Employees are to punch in on the time clock after changing into their work clothes. They are to punch out on the time clock prior to changing into their street clothes.

10.08 Whenever an employee performs work outside **their** regular schedule such employee need not be required to take time off to bring **their** hours down to the standard working week.

10.09 The Employer recognizes the importance and desirability of stabilizing employment on an annual basis and to that end will attempt to give employees fifty-two (52) weeks work per year including the vacation period. It is understood and agreed by the Employer and the Union that the foregoing sentence constitutes a statement of policy only and is not intended to and does not impose any contractual obligations whatsoever on the Employer.

10.10 The Employer will allow the employees reasonable relief as well as necessary time for changing clothing or equipment necessitated by a change in working conditions.

10.11 The Employer will guarantee its employees a minimum of seventy-four (74) hours pay per two (2) week pay period inclusive of any payment for hours worked and/or paid for, hour for hour and for overtime hours worked.

Notwithstanding the above, the Employer may reduce the weekly guarantee to thirty-two (32) hours to a maximum of eight (8) weeks per year, for any of the following reasons: inadequate hog supply; market fluctuations; cost of raw material; and mechanical or technical problems. The reduction would result in a guarantee of sixty-four (64) hours (which would count as two weeks) or sixty-nine (69) hours (which would count as one week) per two (2) week pay period. The week of the reduced guarantee would be worked in four (4) shifts of eight (8) hours.

10.12 In the event of a general holiday, or a day in lieu thereof, falling on a scheduled work day, the guarantee shall be reduced by eight (8) hours.

10.13 If an employee is late or absent on a day that **their** gang works, such employee shall have that portion subtracted from the weekly pay guarantee.

10.14 An employee who is called in to work after the commencement of the payroll week, shall be guaranteed the fraction of the weekly hours of work which the number of days remaining of the payroll week is of the scheduled work week.

10.15 An employee's weekly guarantee shall be reduced by eight (8) hours for each day in any week that the employee is laid off.

10.16 When the Employer is forced to close by a Government Statute, whether Provincial or Federal on a non-paid holiday, eight (8) hours will be deducted from the guarantee for that week.

10.17 In the event of closure of the plant or a substantial portion of the plant as a direct result of an Act of God, fire, flood, livestock epidemic, human epidemic or layoff notice, guaranteed hours will not apply.

10.18 The guaranteed payment shall be reduced one-quarter ($\frac{1}{4}$) hour for each quarter hour or fraction thereof an employee is absent from work during scheduled working hours.

10.19 If inclement weather occurs where highways #16, #5, #1 or #10 are closed by the Department of Highways or the RCMP and that highway must be used by employees to travel to Hylife Foods or Freezerco in Neepawa which results in employees attending to work late, or not at all, the employee will not be subject to any disciplinary action, and the absence will be considered to be excused, for all purposes. During inclement weather employees are expected to be available to travel to work should the highways reopen during the first half of their normal shift schedule.

ARTICLE 11 MEAL AND REST PERIODS

11.01 Employees shall not be required, to work more than five (5) hours without the first meal period and five (5) hours without the second meal period. The second meal period shall be one-half (½) hour on the Employer's time and the meal shall be supplied free of charge by the Employer. If due to circumstances the Employer does not provide a meal, a meal allowance of ten (\$10) dollars will be added to the employee's gross earnings for that fiscal week.

11.02 Employees required to work more than five (5) hours without a meal period, shall be compensated at one and one half (1½) times their regular hourly rate of pay for all time worked in excess of five (5) hours until the meal period is granted. Employees engaged in continuous shift operations shall be exempt from this clause, but shall be entitled to a lunch period of thirty (30) minutes on the Employer's time. In the event of an earlier than normal start, the Employer shall have the right to change the time of the meal period in order to avoid the double penalty. **In the event that the Employer changes the time for a scheduled meal period it will inform the employees of the change.**

11.03 A fifteen (15) minute rest period will be given twice each shift, midway before lunch, and midway after lunch, provided that each work period is of not more than two and one half (2½) hours. It is agreed that except in cases of personal necessity, employees shall not ask for additional time off during the day. It is mutually agreed that the rest period shall not be abused.

Employees shall not be disciplined or discharged as a result of authorized usage of time for personal breaks granted by the Employer. However as a deterrent to excessive usage the following measures will apply.

- a) **Employees who use excessive time as determined by the Employer will have the excessive time used on each break deducted from their weekly hours worked.**
- b) **Employees who for reasons supported by medical documentation show a specific condition to exist which necessitates greater use of the washroom will not have time deducted for the use of the washroom.**

The Union agrees to work with the Employer to deal with employees who are abusing personal breaks.

11.04 Notwithstanding this section, it is agreed that should a work period exceed two and one half (2½) hours as a consequence of overtime being called, a third fifteen (15) minute rest period shall be granted except where the Employer provides a second meal break in accordance with Article 11.01.

11.05 In the event of short shifts, employees will be paid for the afternoon rest period if they work up to or through the time normally scheduled for the rest period. In the event that the "singer" position receives the rest period or pay for the rest period, all employees on the kill floor shall be entitled to same.

ARTICLE 12 OVERTIME

12.01 The Employer and the Union recognize that it may be necessary for employees to work in excess of their regular number of hours, due to fluctuating livestock receipts and variable volume, but the Employer will limit hours of work beyond such regular number of hours to what is reasonable, as set out in Article 12.02.

12.02 Overtime will be limited to one and one-half (1½) hours per day per employee and twelve (12) hours per two (2) week pay period. Employees who have reached their one and one-half (1½) hour limit per day or their twelve (12) hour limit in any given two (2) week pay period cannot be compelled to work any additional overtime by any other method except through the application of Article 12.04. Employees who have notified the Employer of medical or dental appointments or other reasonable obligations within one half (½) hour of the notice of the overtime, shall be excluded from the above and shall not have the overtime offered used to calculate the employee's guarantee.

12.03 When overtime is necessary, except in the event of unforeseen circumstances such as mechanical breakdown all employees shall be notified of the overtime, and the amount of overtime to be worked, not later than the beginning of the lunch break.

In the event overtime is needed for less than the full department, it shall be offered first, by seniority, to the employee(s) who have been working on the job to be done on overtime, and then, by seniority from among those in the remainder of the department who have the ability to do the job. "Late delivery or non-delivery of hogs" is an unforeseen circumstance relieving the Employer of the obligation to provide pre-lunch notice of overtime.

12.04 The method to be used to select employees to work any necessary overtime will be on a voluntary basis by seniority. The employee posted on the job for which overtime is required shall have the first option of working the overtime. In the event this employee does not wish to work the overtime a supervisor will then canvass the other employees within the department to their individual wishes, in the order of senior qualified person to junior qualified person. If the necessary number of employees are not obtained within the department, the Employer may draw employees from other departments in the

plant on the basis of senior qualified employee available at the time overtime is requested. If any qualified person is inadvertently missed in this rotation, such employee shall be given the first opportunity the next time overtime is required in the department. In the event that the number required is not obtained by this method, it will be required for qualified and available employees in their reverse order of seniority. This provision shall not be used to compel any employee to work overtime on the days outside of their normal work week as defined in Article 10.01 unless the overtime is used to compel employees to make up production for eleven (11) general holidays referred to in Article 20.01 and a determined number of days required for the pursuit of market opportunities or for interruption in the normal work week. The determined number of days **for each year of this collective agreement will be eight (8) days.**

12.05 On regularly scheduled work days overtime rates of one and one-half (1½) times the regular hourly rate of pay shall be paid for all time worked before their regularly scheduled shift, or in excess of eight (8) hours (twelve (12) hours for twelve (12) hour shift employees).

12.06 If by necessity an hourly rated employee is required to work in excess of eleven (11) continuous hours (fifteen (15) hours for twelve (12) hour shift employees), the employee shall be paid double (2) time **their** regular hourly rate of pay for such additional hours.

12.07 One and one-half (1½) times the employee's regular hourly rate of pay shall be paid for work performed on a Saturday except where the work regularly falls on a Saturday, in which case the employee shall be paid at these rates if the employee works on the day off in lieu of Saturday.

Employees who work on a Saturday when it would normally be a day off shall be paid a premium of one dollar and fifty (\$1.50) cents per hour for all hours worked in addition to one and one half (1½) times their regular rate of pay.

12.08 Double (2) the regular hourly rates of pay shall be paid to all employees for work performed on Sunday and general holidays, except where the work regularly falls on Sunday or the general holiday, in which latter case the employee shall be paid double the regular hourly rate if the employee works on the day off in lieu of Sunday or the general holiday.

12.09 Shift engineers and maintenance employees who work a 24/7 shift whose schedule calls for work on calendar Saturdays, Sundays or general holidays shall be paid their regular rates of pay for all scheduled hours.

ARTICLE 13 **BANKED OVERTIME**

13.01 Employees shall be allowed to "bank" up to **forty (40)** hours of their overtime per calendar year to be taken as time off with pay at a rate of one and one half (1½) or two (2) times each hour off for each hour banked as may be appropriate. Employees shall be entitled to use banked overtime as paid time off for the following reasons:

1. medical or dental appointments for themselves and when required to attend with a member of their immediate family that could not be scheduled outside working hours;
2. to maximize their hours to eighty (80) per two week period in the event of a temporary layoff;
3. in the event of a plant shutdown;
4. to extend their approved leaves of absence when travelling out of the province to visit relatives;
5. to extend bereavement leave when additional travel is required.

“Banked” overtime not taken by April 1st of the following year shall be paid out by the Employer. Employees must give the Employer written notice as far in advance as possible when using banked overtime as paid time off. If the Employer can prove that this privilege is being abused, it may withdraw the banking privilege for that employee for the duration of the collective agreement.

ARTICLE 14 **MINIMUM CALL-IN**

14.01 Employees, when called for work, shall be guaranteed four (4) hours' pay for that day at their regular hourly rate of pay. Under this provision workers shall not leave of their own accord when work is available. For work performed on Saturdays, Sundays or general holidays, the employee shall receive the guaranteed four (4) hours' pay at their regular hourly rate of pay, or pay for the hours actually worked at the applicable overtime rate, whichever is the greater.

14.02 Any employee, who has left the Employer's premises, and is specially called back to work outside **their** scheduled hours for emergency work, shall be through when the emergency is over. For such emergency work, being that outside of scheduled hours, the employee shall be paid four (4) hours at the regular hourly rate of pay or for the hours actually worked at the overtime rate, whichever is the greater.

ARTICLE 15 REDUCTION OF HOURS /LAYOFF /RECALL

15.01 In the case of reduction in the working force the order of layoff shall be as follows:

- (a) Probationary employees;
- (b) Those with plant seniority.

 In the latter case, seniority shall be the determining factor provided the senior employee, after a reasonable time to qualify, is capable of doing the work performed by an employee with less seniority. If an employee can demonstrate that **they** could have learned the position within one (1) hour of return from recall (for which **they were** overlooked notwithstanding his seniority) then **they** shall be recalled upon proving **their** ability.

15.02 When other than emergency overtime is to be worked, every reasonable effort will be made to rehire employees who may be on layoff status.

15.03 In cases of increases in the working forces, rehiring shall be in the reverse order to that of layoffs. The Employer shall advise the Union when a layoff is about to take place and shall give the Union a list of employees to be laid off or rehired. In cases where it is necessary to secure workers in less time than the required notice, the Employer, if unable to make contact with the senior eligible employee may recall the next senior employee and so on down the list until the vacancies are filled. However, should the senior employee subsequently report within the required time, such employee shall be given the work for which the next senior employee was recalled.

15.04 In the case of laid off employees they shall be given one (1) calendar day's notice for every completed six (6) months seniority with a maximum notice of five (5) working days' notice and with a minimum notice of two (2) working days but such two (2) days shall be exclusive of Saturday and Sunday. If the Employer determines that additional work, not to exceed three (3) days, is available at the time any layoff is to become effective then the notice shall be deemed to be extended for the period represented by such additional days of work.

15.05 Temporary Recall

 Employees with seniority may be temporarily recalled for ten (10) working days or less, as casual help with no layoff notice given, provided that this shall not be used as discrimination to any employees, and provided that the employees and the Union are informed that such work is of a temporary nature.

15.06 When it is necessary to permanently transfer employees to lower rated jobs because of a shortage of work, the employees with the lowest seniority will be required to take the transfer. In the case of temporary transfers the basis shall be that of the junior qualified employee.

15.07 In cases of gang reduction or increases, an employee may elect to take a layoff or continue to be laid off if it is mutually agreed that the work which is available could prove detrimental to the health of the employee.

15.08 All of the above provisions regarding layoff and recall from layoff shall be applied separately for employees at HyLife Foods and at Freezerco such that no HyLife Foods employee shall be entitled to exercise seniority over a Freezerco employee or vice versa. In circumstances where work volume at Freezerco is reduced to the point where a layoff or a reduction of hours for Freezerco employees is necessary, the Employer may temporarily transfer Freezerco employees from Freezerco to HyLife Foods to avoid a layoff or reduction of hours for Freezerco. For all other purposes of this Article, HyLife Foods and Freezerco shall be considered separate bargaining units.

This section of the Collective Agreement applies to employees who were actively on the payroll as of January 31, 2015. Employees hired as Freezerco employees after that date will not be considered to be in a separate Bargaining unit for any purpose under this Collective Agreement.

ARTICLE 16 **WAGES**

16.01 The minimum rates to be paid to employees are as contained in Appendix "B" of this Agreement.

16.02 The Employer shall show on the pay statement of each employee the hours worked at regular, time and one-half (1½), double time (2x) the rate of pay, total monies earned for a period along with a complete list of all deductions made. All employees in the bargaining unit shall be paid bi-weekly, every second Friday by direct deposit into a financial institution of the employee's choice.

Pay stubs will be provided to all employees in the bargaining unit, by no later than noon on Friday of each pay week.

In the event the Employer makes an error on the employee's pay equivalent to four (4) hours of regular pay or more, the Employer will provide the employee with a cheque in the amount of the error within three (3) business days of the error being reported to the Supervisor.

In the event that the error is reported within five (5) days of the upcoming pay day, then the Employer will make the correction on the employee's next pay.

16.03 **Composite Job Grade**

Where an employee is regularly required to work at more than one (1) job with different bracket levels, **they** shall be paid a composite rate based on the percentage of **their** time worked at each such job.

Establishing Rates for New or Altered Jobs

For the purpose of this clause a new job is one which is not presently being performed in the bargaining unit and an altered job is one that has changed significantly. Additions or changes to the present wage schedule shall be the subject of discussion between the Employer and the Union. In the event the parties cannot reach agreement on the rate of pay for the job, the matter may be referred by either party to the arbitration section of this Agreement. Any new job rates agreed to and/or imposed by the arbitrator, shall be retroactive to the date on which the new or altered job or jobs began.

ARTICLE 17 QUALIFIED RATES OF PAY

17.01 When a qualified employee is required to fill a higher rated job for two (2) or more hours, the employee shall receive the higher rate for the shift in that department, but if required to fill a lower rated job, the employee shall continue to receive their regular rate.

17.02 Subject to 17.01, employees shall receive the applicable bracket provided for in the wage schedule for the job or jobs they perform when they become qualified.

17.03 The word qualified as used in this Agreement shall be interpreted to mean "ability to regularly perform the job without instruction or assistance". Except by agreement with the Union, the period of qualifying shall not exceed six (6) weeks, after which the bracket rate shall be paid or the employee disqualified from the job.

17.04 **Instruction or Assistance in Training**

Instruction or assistance in training any employee, or cross training shall be given by a **person assigned by** the Employer, **any employee assigned to train** or by a Job Skills Trainer selected in accordance with Article 8.02 of this Agreement. Job Skills Trainers will work on the line to provide short term relief to cover a vacant spot on the line due to an unexpected absence until a replacement employee can be found or **to refresh their skills but** their primary function shall be to adequately train employees in the functions of their job. The roles and responsibilities will be assigned by Management.

The number of Job Skills Trainers appointed will be five (5). Their assignment to training requirements will be determined on the needs of the trainees, the skills possessed by the individual Job Skills Trainer and the anticipated effectiveness of the assignment. The Job Skills Trainers will be assigned to the times and on the shifts the Employer determines.

A Job Skills Trainer shall be Bracket 6 plus an additional sixty-five (65¢) per hour. The training of employees is an Employer responsibility and nothing in this article restricts the Employer's ability to determine training methods.

This premium will also apply to employees assigned to provide on the job training as determined by the Employer. Such training opportunities will be offered to qualified employees on the shift and in the department. Should qualifications for multiple employees be equal seniority shall prevail.

17.05 Transfer: Rate of Pay

If due to a lack of work an employee is transferred for a period of less than six (6) weeks to work where the bracket is lower, **they** shall retain **their** regular bracket while so doing. At the expiration of six (6) weeks the lower bracket shall prevail.

If the employee is transferred to a lower rated job on a job posting or at the employee's request, then the lower rate of pay shall apply immediately.

ARTICLE 18 MAINTENANCE /ENGINEERING

18.01 The Employer shall be free to hire the trades tickets it requires. The Employer shall have the discretion to recognize other related work experiences when placing newly hired trades people on the wage scale. No employee or the Union shall have the right to grieve the Employer's decision in this regard.

No employee will lose seniority as a result of taking an approved leave of absence for job improvement.

18.02 Temporary replacements in this department shall be paid according to ability and previous experience based on accumulated time worked within this department.

18.03 The Employer agrees to consider requests for unpaid leaves of absence for employees pursuing Class 3 Power Engineer Trades Course. There shall be no guarantee of ticketed positions upon completion. The maximum number of leaves allowed at any one time shall be: two (2) from Maintenance/Engineers Department, and two (2) from the remainder of the plant. All other requests for leaves of absence for the purpose of work related training shall be considered in accordance with Article 26.02, Personal Leave.

18.04 Apprenticeship Program

Employees who successfully challenge the Red Seal exam will receive a payment of one thousand two hundred (\$1,200) dollars gross upon providing to the Employer proof of successful completion. In the event that the employee resigns or is dismissed for cause (and is not reinstated) within nine (9) months of the date of payment, the Employer will be entitled to collect, deduct or hold back any amount owed to the employee to cover the repayment to the Employer of the said one thousand two hundred (\$1,200) dollars.

ARTICLE 19 **PREMIUM PAYS**

19.01 **Off Shift Premium**

Off shift shall be defined as a shift where the majority of an employee's scheduled hours fall between 4:00 p.m. and 8:00 a.m. The Employer agrees to pay any employee working the off shift **fifty-five (55¢) cents** per hour in addition to the employee's regular hourly rate of pay. **The increase to fifty-five (55¢) cents per hour shall be effective on the date of ratification. Effective February 1, 2022 the premium will increase to sixty (60¢) cents per hour.**

19.02 **Cold Temperature Premium**

Employees working in the plant performing a job that requires them to work in the Japan fresh chilled product cooler, in any carcass cooler, at Freezerco or in a blast or general freezer shall receive a premium of **fifty-five (55¢) cents** per hour for all hours so worked.

Employees working in the plant performing a job that requires them to work in **the** pallet barn, as a shunt truck operator, ~~or~~ gut truck operator, **shipping department, and maintenance employees who work outside**, between November 1 and March 31 shall receive a premium of **fifty-five (55¢) cents** per hour for all hours so worked. **The parties by mutual agreement may modify the list of qualifying jobs for the purpose of adjusting to changes in the requirements of the business.**

19.03 A premium of eighty (80¢) cents per hour for all hours worked will be paid for the following bracket six (6) classifications:

- QA Technician
- HACCP Monitor
- HIP Monitor

19.04 **An employee who holds a Class 1 Licence will and is assigned to drive any vehicle which requires a Class 1 Licence for its operation will receive a premium of seventy-five (75¢) cents per hour.**

ARTICLE 20 **GENERAL HOLIDAYS**

20.01 a) Eleven (11) general holidays shall be recognized and a regular hourly paid employee who has earnings on the payroll in the plant week containing the holiday, shall receive eight (8) hours pay at **their** regular hourly rate of pay. If an employee has varying labour rates then an employee's regular hourly rate of pay will be calculated as the average hourly rate of pay during such employee's two (2) pay periods immediately preceding the general holiday. If an employee works on any such holiday or in the case of off-shift the day in lieu of,

they shall receive in addition, pay for hours actually worked on the holiday (or day substituted as set out hereafter), at two (2) times **their** regular hourly rate of pay.

The general holidays referred to herein are:

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

The parties agree that Canada Day will be observed on a Monday or Friday nearest Canada Day, as determined by the Employer, subject to business requirements. Where possible, the Employer will notify the employees of the day to be observed for Canada Day at least two (2) weeks prior to the day to be observed.

- b) The Employer will provide a list to the Union on each year on the anniversary of the collective agreement identifying those Saturdays worked in conjunction with the general holidays as per Article 12.04 during the course of the upcoming contract year.
- c) The Employer will not operate the Kill or Cut Floors on any of the following Holidays: New Year's Day, Good Friday, Christmas Day or Boxing Day unless by mutual agreement with the union.

20.02 In the event of a general holiday falling on Saturday or Sunday it shall be observed on the day substituted by the federal or provincial government, if any, or otherwise as agreed between the Employer and the Union with a view to business exigencies.

20.03 Employees absent on the regularly scheduled work days immediately preceding or next following any general holiday shall not be entitled to pay for such holiday unless the absentee receives permission from the Employer to be absent or was absent because of sickness (which the Employer may require to be confirmed by doctor's certificate) or for other good reason arising from circumstances beyond **their** control. The Employer will advise the Union in writing of such deductions.

20.04 Any employee who has not absented **themselves** from work, except with the Employer's consent, either on the regular working day immediately preceding or following the general holiday, shall be entitled to receive pay for such holiday.

20.05 Employees who have successfully completed their probationary period and who are absent from work and receiving benefits for reason of sickness, compensable or non-compensable accident, during the period in which a general holiday occurs, shall receive the difference between their compensation pay and their regular rate

of pay. An employee's entitlement herein shall be limited to general holidays falling during the twenty-six (26) weeks immediately following the commencement of any such absence.

20.06 An employee on leave of absence shall be paid general holiday pay when any of the following conditions exist:

- (a) if such employee works **their** regularly scheduled work day preceding a paid general holiday and is on leave of absence on the regularly scheduled work day following that general holiday; or
- (b) if such employee works **their** last regularly scheduled work day prior to going on leave of absence and, as expected, returns to work on the regularly scheduled work day following a general holiday; or
- (c) if any of the general holidays occur while an employee is on leave of absence to attend Union functions.

ARTICLE 21 SENIORITY

21.01 Seniority shall be defined as the length of an employee's service within the bargaining unit calculated as the elapsed time from the day **they were** first employed, unless **their** seniority was broken, in which event such calculation shall be from the date **they** returned to work following the last break in seniority. In the event of employees commencing their service within the bargaining unit on the same day their seniority shall be prioritized according to the date and time of actual hire. The parties acknowledge the current seniority list as attached hereto as at the date hereof. No employee shall be entitled to grieve **their** position on the attached seniority list.

21.02 Probationary Period

Employees shall be on probation and shall not acquire any seniority rights until they have completed ninety (90) days' work at which time they are entitled to plant seniority from the original day of employment. This ninety (90) days' work period may be extended by mutual consent between the Employer and the Union. During the probationary period the employer shall have the right to discharge, without notice, the probationary employee and such employee shall be conclusively deemed to have been discharged for just cause. It is agreed that the discharge of a probationary employee shall not be the subject of a grievance and the provisions for arbitration hereunder provided shall not apply in any such case. The probationary employee shall have access to grievance procedures where matters are not related to seniority or discharge.

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

21.04

Seniority List

Seniority lists shall be **provided** to shop Stewards and Union representatives in January, April, July and October of each year. **The provided format will be in an excel spreadsheet.**

21.05

Seniority service records shall be considered broken, all rights forfeited and there shall be no obligation on the Employer to rehire when an employee:

- (a) voluntarily leaves the service of the Employer or is discharged for just cause and not reinstated through the grievance and arbitration procedure;
- (b) fails to return to work when recalled or cannot be located after a reasonable effort on the part of the Employer;
- (c) has been on continuous layoff for a period of twenty-four (24) months or the length of **their** seniority whichever is the lessor;
- (d) has been absent for three (3) consecutive working days without advising the Employer and providing reasonable explanation for **their** absence. This provision may be waived by the Employer on consideration of circumstances surrounding the absence.
- (e) while on leave of absence takes on employment elsewhere without prior approval of the Employer.

21.06

Any employee who has been notified by registered letter sent to **their** last known address to return to work, and within nine (9) days of the mailing of that letter has failed to do so without reasonable excuse, shall be considered to have quit **their** employment voluntarily and such employee's existing seniority rights shall therefore be terminated. When such notice is sent to any employee a copy shall be sent concurrently to the Union.

21.07

If an employee is absent from work because of accident or sickness such employee shall accumulate seniority while off work, up to the time limit set out below up to a maximum of three (3) years, and shall be returned to the job previously held or to a job with a bracket equal to that previously held subject to seniority providing **they** can perform the required work satisfactorily. If the employee would not otherwise have retained **their** previous job and is not placed on a job carrying an equal rate of pay, **they** shall, subject to seniority, be placed on a job such employee can satisfactorily perform. Application for reinstatement after the expiry of the allowable period shall be considered on its merits.

**Length of Seniority
at date absence commenced**

**Length of Allowable
Time off Employer Payroll**

less than three (3) years

equivalent to length of service with
a minimum of six (6) months

over three (3) years

three (3) years

21.08 All of the above provisions regarding seniority shall be applied separately for employees at HyLife Foods and at Freezerco such that no HyLife Foods employee shall be entitled to exercise seniority over a Freezerco employee or vice versa. For the purposes of this Article, HyLife Foods and Freezerco shall be considered separate bargaining units.

This section of the Collective Agreement applies to employees who were actively on the payroll as of January 31, 2015. Employees hired as Freezerco employees after that date will not be considered to be in a separate Bargaining unit for any purpose under this Collective Agreement.

ARTICLE 22 PERMANENT VACANIES AND NEW JOBS

22.01 All new hires will be placed into a **bracket 0 or 1** job without the requirement of a job posting. In the event that a current employee applies for an available bracket 0 or 1 job, they shall submit their request **and be considered and** the Employer will then give them the opportunity to qualify for the next available position based on their ability to perform the work. **The Employer may place a new hired employee into a job with a bracket higher than 1, however in the event that the Employer places greater than ten (10) new hires into such jobs per calendar year then it will be required that the Union will be consulted and must approve any request.**

The filling of permanent vacancies **and new jobs will occur when there is a need to replace a non probationary employee whose employment terminates for any reason or when a new job is created.** The filling of these positions will be through a posting process which will give all employees who have successfully completed their probationary period an opportunity to apply for the vacancy or new job. In the event that any employee who owns a job which pays bracket five (5) or above accepts an award to a lower bracketed job that move will create a permanent vacancy.

The filling of permanent vacancies and new **jobs** in brackets 2 or higher shall be **based on the employee's abilities and seniority and eligibility to apply as noted in Article 22.04.** Ability being sufficient after a reasonable trial period to do the job seniority shall prevail.

A reasonable trial period **will be up to a total period of thirty (30) working days for all jobs which are paid at a bracket six (6) twenty (20) working days for all jobs bracket four (4) and five (5) and ten (10) working days for any other job.** If the employee is unsuccessful after a reasonable trial period, such employee shall return to their former job, and the Employer shall fill the vacancy with the next senior applicant on the original job posting.

The next senior applicant process is limited to the next three (3) employees who have applied for the position in order of seniority. In the event that the four (4) senior applicants are not successful or decline the position, the Employer will appoint an employee to the position.

22.02 Permanent vacancies and new **jobs** within the bargaining unit shall be posted for five (5) working days. The job posting **will** include the job description, shift, regular hours of work, working conditions and pay bracket. Job postings will be forwarded to the union within forty eight (48) hours of the posting going up. In the event that **there is** no application for a posting, the vacancy shall be filled by **an employee assigned by the Employer.** Awards will be posted in an area accessible to all employees and forwarded to the Union within forty eight (48) hours of the award. Transfers to jobs will be made within ten (10) working days from the date the posting was awarded with the provision that wherever this proves impossible, suitable arrangements will be arrived at after consultation with the Union. If an employee is posting into a higher bracket and the transfer cannot take place within thirty (30) **working** days of the date of the award, the employee shall be paid the higher bracket in any event.

An employee who is awarded or appointed and who accepts a posted position, will sign a tracking document on the date that the position is awarded so as to enable the parties to track the process. The employee is then deemed to own the job.

The Employer shall provide the Union with quarterly statistics that report what jobs each employee owns and the corresponding pay bracket.

22.03 An employee who is absent when a vacancy occurs, through a job posting, shall receive equal consideration provided that the department Steward notifies the Employer in writing, within five (5) days of the date of the posting on the notice board, that an employee in **their** department wishes to apply for the vacancy.

22.04 There shall be no more than two (2) successful job postings per employee per year. A successful job posting means being placed on a job for a trial period, as a result of bidding for that job, whether the trial period is successful or not.

In the event that the employee is successful in the award, accepts the posting and takes job ownership of the permanent vacancy or new job, they will be precluded from making application for any other posting for a period of twelve (12) months from the transfer.

22.05 The **permanent** vacancy shall be posted within ten (10) working days.

22.06 The Employer will determine any new jobs which require elevated or specific technical skills and provide notice to the Union of its determinations. In determining who is appointed to such new jobs, the Employer will post a notice of such jobs to allow individuals to put their names forward as candidates. In this process, seniority will be one of several considerations along with technical capability and competency however the final appointment is at the sole discretion of the Employer and will be based on the most technically capable and competent person for the position.

i. Employees selected under this process will be asked to provide a resume and will be interviewed and questioned on a variety of skill sets relative to the positions for which they apply.

a. Currently the positions which fall under this provision are

- i. QA technician
- ii. HACCP Monitor
- iii. HIP Monitor

22.07 **Temporary Vacancies**

Temporary vacancies occur when an employee is approved and takes a leave of absence which is at least six (6) months in duration. These positions will be filled in accordance with the posting provisions of Article 22.01, 22.02 and 22.05

- i) if the position carries a lower rate than the job to which the employee is regularly posted the employee shall receive the higher rate.
- ii) if the position carries a higher rate than the job to which the employee is regularly posted, the employee shall receive the higher rate when qualified.

22.08 Notwithstanding any of the provisions of Article 22, the Employer retains the right to deny a reassignment of an employee to any other position, if that employee has demonstrated unsafe work habits that could endanger anyone if **they** moved to the new position. Nothing in this clause prevents the Union from grieving the denial of any reassignment.

22.09 All of the above provisions regarding promotions and vacancies shall be applied separately for employees at HyLife Foods and at Freezerco such that no HyLife Foods employee shall be entitled to bid for a position at Freezerco or vice versa. For the purposes of this Article, HyLife Foods and Freezerco shall be considered separate bargaining units.

This section of the Collective Agreement applies to employees who were actively on the payroll as of January 31, 2015. Employees hired as Freezerco employees after that date will not be considered to be in a separate Bargaining unit for any purpose under this Collective Agreement.

ARTICLE 23 PROMOTIONS OUTSIDE BARGAINING UNIT

23.01 Upon an employee accepting promotion outside the bargaining unit, the Employer will inform the Chief Steward of the Union by letter as to the date of acceptance. Said employee shall be allowed **sixty (60) working days** in which to prove **themselves** capable of filling the position concerned. During that time, such employee shall be permitted to revert to **their** former position without loss of seniority.

23.02 Employees whom the Employer wishes to train in supervisory, technical or other support positions outside of the bargaining unit may be retained in employment for a period of up to twelve (12) months. No more than **five (5)** employees at any one time will be covered by this provision and no employee can be covered by this provision more than once. **Ten (10) working days** notice will be given to the Union before a selected employee becomes a trainee.

- a. During the training program, the trainee may work at jobs both within and out of the scope of the bargaining unit and while working in scope will be subject to the provisions of the agreement.
- b. The trainee will maintain **their** status in the bargaining unit for the duration of the training period unless the Employer transfers the trainee outside of the bargaining unit under the provisions of 23.01 above.
- c. Trainees and students involved in training will not discipline any employee in the bargaining unit.

23.03 Student Employees

Students may be hired by the Employer to provide vacation relief, to meet short term production increases, to complete practicums, to meet conditions of cooperative education agreements entered into by the Employer or to gain exposure to the Employer for potential placement in future vacancies that will occur in the bargaining unit. Such students will be identified to the union at the point of hire. At no time will the application of this article impact the hours of work of HyLife Employees.

- a. **Student hired under this provision will recognized as employees under the provisions of Article 2.01 and will be assigned to positions within the bargaining unit for the purpose of gaining experience, developing skills and knowledge of the industry.**
- b. **Although it is expected that Students will work an eight (8) hour day when scheduled they may have special conditions with respect to hours of work and will therefore not be entitled to any guarantee of hours as set out in Article 10.11.**
- c. **Students will be paid at a Bracket 0 as determined in Appendix B-1.**
- d. **Students will not gain seniority during the course of their employment and will have to make application for full time employment if they desire to remain with the Employer beyond the period of their engagement.**
 - i. **In the event that the Employer determines that they have an immediate need for the departing Student it may offer that Student seniority which is equivalent to the days worked throughout their engagement. Additionally, that Student will be place on a job and will receive the appropriate bracket. The Student will then become a regular employee and will be subject to the terms of the Collective Agreement as is applicable to all other employees.**
- e. **Students will not have any authority over any employee and will therefore not direct employees in any fashion.**
- f. **Students may be removed from the workforce at the discretion of the Employer without any recourse to the grievance procedure.**

Should an existing HyLife employee wish to enroll in an education program covered by a cooperative education agreement entered into by the Employer the Employer will consider the request and determine the value of that training as applied to its needs.

The Employer and the Union will meet with the employee to draft up an Education Letter of Intent.

ARTICLE 24 **ALTERNATE DUTIES**

24.01 **In accordance with the Employer's return to work program and** where due to illness, injury or disability an employee becomes unable to perform the normal requirements of their job, the Employer will provide reasonable alternative duties.

An effort will be made to accommodate the employee in their own department when they are required to perform alternate duties.

24.02 Alternate duty positions will be filled in accordance with the promotions and vacancies provisions of this Agreement. Such positions will be filled with the understanding that the employee accepting the posting may be displaced temporarily by another employee who, due to a physical disability, can perform the work of an alternate duty position satisfactorily but who is unable to perform **their** regular job, or other available work a junior employee in an alternate duty position is performing.

24.03 As soon as the disabled employee is physically able, **they**, as well as the displaced employee, will be returned to their original job.

24.04 The Employer reserves the right to place an alternate duty employee from Freezerco into a modified working environment at HyLife Foods that is suitable to the medical restrictions outlined (Freezerco employees placed at HyLife Foods will not perform the same tasks they were performing at Freezerco). Under no circumstances will a Hylife Foods employee be given an alternate duty position at Freezerco. A Freezerco employee may be offered an alternate duty position at HyLife Foods provided that the placement of that employee does not displace any HyLife Foods employee who owns a job. In the event that a concern is raised regarding the placement, the matter will be referred to the Area Health and Safety representative. If it is not resolved, the matter will be referred to the Joint Health and Safety Committee for determination.

This section of the Collective Agreement applies to employees who were actively on the payroll as of January 31, 2015. Employees hired as Freezerco employees after that date will not be considered to be in a separate Bargaining unit for any purpose under this Collective Agreement.

ARTICLE 25 **VACATIONS**

25.01 Vacations will be based on service computed to April 1st in the year in which the vacation is to be taken. Choice of vacation shall be granted based on departmental seniority. A minimum of Seven (7%) percent of the total number of employees in the department as of February 13 of each year shall be allowed to take vacations at the same time. The Seven (7%) percent is to be rounded in the normal way, up for 0.5 & up, and down from 0.4999 & down. The departments are:

PKG S am
PKG S pm
Ops support am
Ops support pm
 Stack off am
 Stack off pm
 Japan Loading am
 Japan Loading pm
 Shipping am
 Shipping pm
 Maintenance
 Engineering
 Kill Wet end am
 Kill Wet end pm
 Kill floor dressing am
 Kill floor dressing pm
 Offal am
 Offal pm
 Freezerco am
 Freezerco pm
Jowls line am
Jowls line pm
Yard and Premise shunt Truck Drivers am
Yard and Premise shunt Truck Drivers pm

PKG N am
PKG N pm
Box Room am
Box Room pm
 Main Break am
 Main Break pm
 Belly Line am
 Belly Line pm
 Shoulder Line am
 Shoulder Line pm
 Loin Line am
 Loin Line pm
 Speciality am
 Speciality pm
 Tenderloin am
 Tenderloin pm
 Ham Line am
 Ham Line pm
 QA/HACCP am
 QA/HACCP pm
 Sanitation

In the event that the Employer creates a new department during the term of this Collective Agreement they will notify the Union within two (2) weeks of the new department beginning operation.

25.02 **First Vacation**

Employees who have not had their first vacation will receive up to two (2) weeks' vacation with payment calculated at four (4%) percent of gross earnings computed to April 1st in the year in which the vacation is to be taken. Employees who have accumulated less than five (5) days of vacation as of April 1 in any year will not be entitled to take vacation with pay but will be paid four (4%) percent of their gross earnings computed to April 1 on the regular pay period immediately following April 1.

25.03 **Vacation Scale**

Vacations with pay will be granted as follows:

after 1 year's service	2 weeks
after 4 years' service	3 weeks
after 9 years' service	4 weeks
after 14 years' service	5 weeks
after 19 years' service	6 weeks

25.04 Employees who, after April 1st and prior to the end of the calendar year, reach the service required to entitle them to an additional week of vacation, in accordance with the vacation scale set out above, will become eligible for such additional week of vacation on completion of the required years of service. If circumstances permit, such week may be granted earlier in the year.

25.05 **Vacation Pay**

Vacation pay shall be based on forty (40) hours at the employee's regular hourly rate of pay or two (2%) percent of gross earnings for each week of eligibility, whichever is greater. The Employer agrees that employees will receive their vacation pay **on their regular scheduled pay days during their vacation time.**

25.06 Vacation service credits shall accumulate and shall not be reduced for absences which are:

- (a) up to sixty (60) days with permission or on layoff;
- (b) up to one (1) year due to accident, sickness or Workers Compensation.

25.07 **Vacation Season**

For purposes of this Agreement the vacation year shall be defined as the period from April 1st to the next following March 31st. Vacations may be granted at any time subject to the demands of the business but the Employer will make a sincere effort to grant vacations at times requested. Senior employees shall be given preference in vacation selection. Vacations shall be posted prior to April 1st each year and cannot thereafter be changed except by mutual agreement. Employees who earn two (2), three (3) or four (4) weeks of vacation shall be entitled to carryover one (1) week of vacation from one year to the next. Employees who earn more than four (4) weeks of vacation shall be entitled to carryover one (1) week of vacation during the life of this agreement. **Employees who carry any vacations forward shall not reverse the carry over within the selection year and then must take the vacation in the year it was carried forward to along with their full vacation entitlement in that same year.**

When an employee who has selected vacation in his department changes departments, his vacation may have to be rescheduled to an available time within the new department. The new vacation dates will be scheduled by mutual consent, such consent not to be unreasonably denied. An employee who claims that **they have** been financially damaged by the cancellation of his vacation under this clause may submit a claim to the Employer for reimbursement of unavoidable losses. This will only occur if no other employee is willing to exchange vacation time with the affected employee.

25.08 General Holiday during Vacation

If a paid general holiday falls within the employee's vacation period, the Employer will allow the employee a compensatory day's holiday with pay, at a time mutually agreed.

25.09 Vacations upon Termination

Employees with seniority who leave the service of the Employer for any reason will be eligible at time of leaving to receive any unexercised vacation credit to which they may be entitled as follows:

- (i) vacation with pay for which they were eligible at April 1st last preceding;
- (ii) one fifty-second (1/52nd) of the vacation scale applicable in each case at time of separation for each week of services computed back to April 1st, or, two (2%) percent of gross earnings for each week of eligibility, computed back to April 1st, whichever is greater.

25.10 Employees who are laid off and are eligible for vacation pay as above, may leave their vacation pay with the Employer for a period not exceeding six (6) months provided vacations or vacation pay are taken by the employee within the vacation year for which they were earned unless otherwise mutually agreed.

25.11 Employees shall be eligible to reschedule unused vacations, or schedule accrued vacations for the coming year, during periods of plant shut down. The employees shall advise the Employer of their intentions to reschedule/schedule vacations within ten (10) working days following receipt of notification of the plant shut down, failing which the employee shall lose the right to reschedule unless otherwise mutually agreed.

25.12 Illness or Injury while on Vacation

When an employee becomes confined to **their** home or in the hospital due to serious illness or injury while on vacation the employee will notify the Employer as soon as reasonably possible so that a claim for weekly indemnity benefits or similar benefits can be filed and the balance of the employee's vacation rescheduled following the employee's return to work. Such rescheduled vacation shall be at a time mutually agreed upon between the Employer and the employee. The Employer may request a medical certificate.

25.13 Employees with more than two (2) weeks' vacation may elect to withhold booking one (1) week of their vacation entitlement and then request those vacation days in single days throughout the vacation year. **All single days must be booked two weeks prior April 1st of each calendar year.**

ARTICLE 26 LEAVE OF ABSENCE

26.01 Leave of absence, before being granted, must be requested in writing and approved by the Employer in writing.

26.02 Personal Leave

At the option of the Employer, when an employee's personal affairs make it desirable for such employee to be relieved of Employer duties, leave of absence without pay beyond the regular vacation period to which an employee is entitled may be granted for good and sufficient reason. This is providing that such leave of absence does not interfere with the requirements of the business. It is agreed that leave of absence shall not interfere with other employee's vacation choices. Leave of absence will not be granted for the purpose of allowing any employee to take another position temporarily, try out new work or venture into business for **themselves**.

26.03 Union Business Leave

Employees, not to exceed two (2) who are appointed to or elected to do business for the Union shall be granted a leave of absence without pay, to attend to such business. No leave of absence shall be granted unless approved by the Employer and such approval shall not be unreasonably denied. Such employees shall continue to accumulate seniority for the period covered by this Agreement, and upon giving the Employer one (1) weeks' notice in writing of their intention to return to work, shall be reinstated in the job held prior to the leave of absence or its equivalent, at the same rate of pay provided they are capable of doing the job within the usual qualifying period. The Union shall give the Employer written notice of not less than twenty-one (21) calendar days before the requested leave is to commence, and shall give seven (7) calendar days' notice of extension of said leave.

26.04 Union Function Leave

Shop Stewards, as set out in Article 28, shall be granted time off without pay to attend Union business, up to six (6) days per year, providing the Employer is given two (2) weeks prior notice of such request. A ten (10) day limit will apply to the Chief Steward, Assistant Chief Stewards, Health and Safety Co-Chair, Trustees of the Benefit Plan or members elected to the Executive Board, who shall be granted the time necessary to perform their duties with the Union. To ensure the needs of the business are taken into consideration, no more than two (2) such Union members will be absent at any one time unless mutually agreed. Time off to attend negotiations shall not be counted towards any of these limits

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

- (a) Employees chosen by the Union shall be granted a leave of absence not to exceed sixty (60) days, provided that the absence of such employee shall not unreasonably affect the operations of the Employer.
- (b) The Union shall give the Employer written notice of not less than fourteen (14) days before the requested leave is to commence.
- (c) The Employer agrees to pay the employees involved for all wages and benefits the employee would have received had such employee been at work, and the Union agrees to reimburse the Employer upon receipt of billing.
- (d) A request for an extension of a leave of absence must be made prior to the expiration of the leave already granted.

26.05

Maternity/Parental Leave

- (a) A female employee, who has completed her probationary period, shall be granted maternity leave of absence by the Employer, and shall return within seventeen (17) weeks following the birth, unless she chooses to take parental leave, after providing the Employer with two (2) weeks' notice of the date of return and a medical certificate denoting fitness for work. In cases of physical complications, the employee shall be granted an extension of such leave provided that such request is accompanied by a doctor's certificate setting out the nature of the complications.
- (b) Every employee, who has completed their probationary period, who becomes the natural mother/father of a child, or adopts a child under the law of the province, shall be granted a parental leave of absence of up to **sixty-three (63)** weeks commencing 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.
- (c) Employees who have completed their probationary period and are on maternity/parental leaves of absence shall continue to accumulate seniority while on such leaves, and shall be reinstated to their former job or to one of equal rating.
- (d) Employees requesting such leaves shall give reasonable notice normally not less than four (4) weeks.

26.06

Bereavement Leave

- (a) When an employee suffers the loss of an immediate relative, **they** shall receive eight (8) hours' pay at **their** regular hourly rate of pay for three (3) days. **The three (3) days leave with pay will start at either the death or the day immediately prior to the funeral/memorial service.** For the purpose of this clause, an immediate relative shall be one (1) of the following: spouse of the same or opposite sex, daughter, son, parent, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, **foster child**, stepson, stepdaughter, aunt, uncle and grandparents in law. All common law relationships corresponding to those listed above shall be considered an immediate relative for the purpose of bereavement leave.
- (a) Employees will be granted one (1) day off with pay in the event they are asked to be a pallbearer, or to perform an official function at a funeral;
- (b) The employee may be required to furnish verification of the need for bereavement leave to the Employer;
- (c) Bereavement leave shall be extended by up to two (2) additional working days without pay, as may be necessitated by reason of travel to attend the funeral, when the funeral is held more than five hundred (500) kilometres one way from the employee's place of residence. Additional days off with pay for other reasons may be granted by mutual agreement between the Employer and the employee concerned.

26.07

Jury/Witness Duty Leave

The Employer agrees that any regular employee of the Employer summoned to appear for Jury Duty or selection, or who serves on Jury Duty, or is a subpoenaed witness, shall be paid wages amounting to the difference between the amount paid to them for jury service and the amount they would have earned had they worked on such days with their regular gang. If the subpoena for witness is the result of the employee working on another job, this clause will not apply.

In order to qualify for such payment the employee must request leave and have that request granted.

26.08 **Family Responsibility Leave**

In the event of an illness or injury occurring to an employee's spouse, parent or child the employee may request, and if so, shall be granted an unpaid leave of absence or absences 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 **their** ailing spouse, parent, child or foster child, or someone to whom the employee is the legal guardian.

26.09 **Compassionate Leave**

The Employer agrees to grant time off consistent with the compassionate leave provisions of the *Manitoba Employment Standards Code*.

26.10 **Citizenship Leave**

Employees who have applied to become a Canadian Citizen will be granted a one (1) day paid leave to take their oath of citizenship.

In order to qualify for such payment the employee must request leave and have that request granted.

26.10 **Domestic Violence and Stalking Leave**

Employees who are victims of domestic violence shall be entitled to Domestic Violence Leave with pay as provided in *The Employment Standards Code* (Manitoba) and Regulations.

Employees may use Domestic Violence Leave to:

- (a) seek medical attention for themselves or their minor child for a physical or psychological injury or disability caused by the domestic violence;**
- (b) obtain services from a victim services' organization;**
- (c) obtain psychological or other professional counselling;**
- (d) temporarily or permanently relocate to a safe place;**
- (e) seek legal help or law enforcement assistance, including participating in any civil or legal proceeding related to the domestic violence.**

There are two (2) parts to Domestic Violence Leave.

1. One (1) part of the leave allows employees to take up to ten (10) days in consecutive or intermittent days in a fifty-two (52) week period, as needed by the employee.
 - a. Any partial day taken for will be counted as a full day under this provision
2. The other part allows employees to take up to seventeen (17) weeks in a fifty-two (52) week period in one (1) continuous period. Employees can take the leave in any order that meets their individual circumstances.

Employees are entitled to be paid to a maximum of five (5) days of Domestic 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 shall be no less than the wages they would normally earn for their regular hours of work. In the case of an employee who does not work a work week as set out in Article 11 or is on an accommodation under which they work less than what would be considered a work week then they will have their pay for those days prorated in accordance with *The Employment Standards Code (Manitoba)*.

An employee who has been employed with the Employer for ninety (90) days or more and wishes to take Domestic Violence Leave must give the Employer as much notice as is reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave.

An employee taking Domestic Violence Leave, who has accrued sick leave credits or is covered by any program under this collective agreement which provides an indemnification for leaves, must use such sick leave credits or program to fund all or part of the Domestic Violence Leave.

Employees may end the leave earlier than seventeen (17) weeks by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

An employee who takes a leave of seventeen (17) weeks regardless of whether or not they return to work before the expiration of the leave, who wishes to resume employment on the expiration of leave granted in accordance with this Article shall be returned to a job for which the bracket is the same.

ARTICLE 27 STRIKES AND LOCKOUTS

27.01 During the operation of this Agreement, should differences arise between the Union and the Employer as to the manner and application of the provisions

of this Agreement, the Union agrees there shall be no strikes, slowdowns, stoppages of work or other interferences whatsoever with the performance of the work by employees, and the Employer agrees not to lock out employees.

27.02 In the event of any walkout or stoppage of work, the Union shall not do or permit to be done, anything by any of its members to prevent engineering and maintenance staff from continuing all or any part of their regular duties. Furthermore, the Union shall co-operate and assist the Employer in taking reasonable precautions to protect perishable products, but such assistance shall only extend through such period as the Employer does not attempt to restore normal production.

ARTICLE 28 STEWARDS AND GRIEVANCE COMMITTEE

28.01 The Employer agrees to recognize Shop Stewards who shall be regular employees of the Employer, selected by the Union, in a manner determined by the Union, and the Employer shall be informed of any changes in Shop Stewards.

28.02 The Employer agrees to recognize, for the purpose of any particular grievance, a grievance committee of two (2) Stewards, consisting of the Chief Steward and the Steward from the department where the grievance originated, or their designated representatives. In addition the grievor may also be present. The full-time Union Representative shall be entitled to attend all such meetings.

28.03 Shop Stewards may initiate discussions with the supervisors on any potential grievances within their departments. If this action does not solve the matter, the Chief Steward and/or Union Representative will be allowed to further investigate. All such time off for Shop Steward or Chief Steward shall be with pay, during such employee's regular working hours.

28.04 In the event that either a Shop Steward or Chief Steward must leave their job or department in connection with a grievance or potential grievance, they shall first notify their supervisor as to what department **they are** going to and give the explanation why **they are** going. The Employer must grant permission to such Steward to leave as soon as possible and normally within one (1) hour.

28.05 The Shop Steward/Union Representative must report to the supervisor in charge of the department they wish to enter before contacting any employee in said department.

28.06 It is agreed that the Shop Steward or Union Representative shall employ this provision only for bona fide grievances and that the provisions herein extended shall not be abused by them.

ARTICLE 29 ADJUSTMENT OF GRIEVANCES

29.01 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.

29.02 Any complaint, disagreement or difference of opinion between the Employer 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.

29.03 All grievances must be presented in writing.

29.04 Any grievance which is not presented within fifteen (15) working days following either the event giving rise to such grievance, or the date on which the Union became aware of the circumstances giving rise to such grievance, shall be forfeited and waived by the aggrieved party.

29.05 The procedure for adjustment of grievances and disputes shall be as follows:

STEP ONE: By a discussion between the employee and, the department Steward and the Chief Steward/Union Representative, with the immediate supervisor or designated management representative. In respect to any settlement effected by the employee without the Steward, the Steward may reopen the question by discussing same with the employee and the supervisor. The supervisor or the designated management representative shall reply to the grievance in writing, to the Union, within five (5) working days. If a satisfactory settlement has not been reached within a further ten (10) working days, the Union may proceed to Step Two;

STEP TWO: The grievance shall then be presented in writing by the Grievance Committee and the full-time Union Representative, and taken up with the Plant Manager or the designated Employer representative, who shall reply to the grievance in writing, to the Union, within five (5) working days.

29.06 If a satisfactory settlement cannot be reached, then upon request of either party, within thirty (30) calendar days of receiving the final, written decision, from either party, the matter may then be referred to arbitration as outlined in Article 30 of this Agreement.

29.07 It is understood by the Union and the Employer that the time limits specified in the various steps of the above grievance procedure, may be extended by mutual agreement between the Union and the Employer. For the purpose of this article the term "working days" shall not include Saturday, Sunday or any paid holiday.

29.08 If an employee is dismissed for any reason and feels that **they have** been unjustly dismissed, **they** shall within three (3) working days from the receipt of notice of dismissal, notify the Grievance Committee. The Grievance Committee will in turn notify the Employer on the same day they receive such notice from the employee. The dismissal in question shall then constitute a grievance and shall be dealt with as such, beginning at the second step. If subsequently it is decided that the employee was unjustly dismissed, **they** shall be reinstated to **their** former position and shall be compensated for any benefits or lost time, or granted such lesser compensation for lost wages as may be deemed appropriate in the circumstances. The rate to be used for lost time is the applicable rate of pay.

29.09 Should any difference arise between the Employer and the Union as to the meaning and application of the provisions of this Agreement, the question shall be taken up commencing at the second step hereof.

29.10 If a grievance is filed as a result of the action or lack of action of the officials of either the Employer or the Union, it shall be dealt with through the grievance procedure established by this article, beginning with the second step and discussions between the Employer and the Union, apart from the grievance procedure, shall not preclude resort to the grievance procedure later, if so desired.

29.11 All grievances shall be taken up on Employer time during regular working hours.

29.12 Where the employee is an off shift employee, or the meeting is held outside the employee's regularly scheduled hours of work, the Employer will pay the employee at the employee's regular straight time rate for all time spent at the meeting with management representatives or a provincially appointed mediator.

29.13 Pending settlement of a difference as outlined hereof, an aggrieved employee shall perform the duties assigned to **them** by the person in charge of the department, provided however, where such duties involve a transfer, reasonable consideration shall be given to ability and in the case of immediate transfer, extreme changes in temperature. Where an employee has a question concerning **their** transfer and the department Steward is not available for consultation, such employee will register the question with the supervisor. The supervisor will arrange to have the department Steward discuss the matter with the employee within one (1) hour of such transfer.

29.14 When a grievance which affects the present rate of pay of an employee is settled and as a result of such settlement the employee receives an increase in **their** rate, the increase shall be paid retroactive to the date the error was made, or such other period as may be agreed upon. Three (3) working days will be allowed to answer a request for a wage increase, after which time it may be handled as a grievance as set forth in this article.

ARTICLE 30 ARBITRATION

30.01 If the Union and the Employer cannot reach an adjustment, then upon the request of either party, the grievance shall be submitted to an Arbitrator. The Arbitrator shall be selected by lot from amongst the following rotation:

Rob Simpson
Kristin Gibson
Micheal Werier

 If the first selected is unavailable then a second shall be selected in a like manner and so forth until an Arbitrator is named.

 If the matter is deemed by either party to be one which requires an expedited arbitration process and the Arbitrator named from the list above is not in a position to convene the hearing within twenty-eight (28) days from the date of **their** selection, then the next arbitrator on the list shall be selected and so forth until an Arbitrator is named. In the event that none of the above is willing to convene a hearing within twenty-eight (28) days, then the matter will be referred to the Manitoba Labour Board who shall appoint an Arbitrator who is willing to convene the hearing within twenty-eight (28) days from the date of **their** selection.

 In the case of the arbitration being expedited, the decision of the Arbitrator shall be given within twenty-one (21) days of the closing of the arbitration hearing.

 Notwithstanding the above, either party may still exercise their right to the expedited process set out in the Labour Relations Act for the Province of Manitoba if they so choose.

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

30.03 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer. In reaching **their** decision, the Arbitrator shall be governed by the provisions of this Agreement and shall render **their** decision as soon as reasonably possible.

30.04 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 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 determining of a subject matter not covered by or arising during the term of this Agreement.

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

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

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

ARTICLE 31 DISCIPLINE /DISCHARGE

31.01 All discipline must be presented within a reasonable time of the Employer becoming aware of the event giving rise to the discipline. Any discipline not presented within a reasonable time of the event giving rise to the discipline shall be waived and forfeited.

31.02 When an employee is suspended, dismissed, or given written discipline, the Employer shall have a Shop Steward or Union Representative present at the time of such action.

31.03 If an employee is being interviewed privately by **their** immediate supervisor about a matter that could result in disciplinary action, the employee's department steward or designate will be present to represent the employee unless the employee informs **their** department steward or designate that the employee does not want the steward to be present.

If such interview is conducted by a management person other than the employee's immediate supervisor, the employee shall have the Chief Steward or designate present as a witness.

31.04 The employee and the **Union** will be given a copy of any disciplinary notice entered on an employee's file and such disciplinary notice will include reasons for taking the disciplinary action. The Employer agrees to fax, scan or email the notice of discipline to the Union office within seventy-two (72) hours of issuance.

31.05 Access to Personnel File

Employees covered by this Agreement shall have access to their own personnel file, upon written request by the employee involved. Employees shall be able to obtain copies of their personnel file when requested and a copy of an employee's reply to any document contained in **their** personnel file shall be placed in the employee's personnel file. The Employer shall keep only one (1) personnel file per employee. Employees will be permitted to review their personnel file only under management supervision and may be charged a reasonable photocopying fee for copies made. Access shall not be granted more than once every six months except in the context of a grievance.

31.06 Upon the expiration of eighteen (18) months from the date of the occurrence upon which a disciplinary entry or adverse reference to an employee's conduct was entered in the employee's personal file, the Employer will be precluded from using such entry or reference in any disciplinary action, and shall remove such disciplinary entry or adverse reference from the employee's file in the presence of the employee and a shop steward. In the event of similar incidents occurring within eighteen (18) months, the disciplinary entry or adverse reference may be used in disciplinary action for up to twenty-four (24) months. Amnesty shall not apply to suspensions of ten (10) days or more or last chance agreements.

ARTICLE 32 HARASSMENT/ABUSE

32.01 The Employer agrees that employees, the people who are a vital part of their success, must be treated with dignity, respect and fairness appropriate in the circumstances.

- 1) The Employer and the Union agree that no form of sexual or general harassment or abuse shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. The parties agree that allegations of inappropriate conduct, such as harassment and disrespectful treatment, may be grieved under Article **29**. If the parties cannot resolve the issue through the grievance procedure, the matter may be referred to an arbitrator under Article **30**. In the event that the arbitrator finds that a violation of this section has occurred, **they** will either mediate the dispute following the dispute resolution process below or refer the case to one (1) of the following mediators who will also use the process below:

The matter will be referred to a mediator from the list below:

Dennis Harrison
Colin Robinson

- 2) If the matter is not resolved through direct mediation, the mediator will write a report outlining his view of the matter and make recommendations for a resolution.
- 3) Individuals identified through the process as having engaged in inappropriate conduct will be retrained or appropriately disciplined as determined by the Employer. Such action will be shared confidentially with the President of the Union.

ARTICLE 33 SAFETY AND HEALTH

33.01 Co-operation on Safety

The Union and the Employer shall cooperate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

33.02 Health and Safety Committee

A Health and Safety Committee shall be established at HyLife Foods which is composed of not less than six (6) to include one (1) member from Freezerco, Union and an equal number of Employer representatives. This committee shall also be responsible for reviewing and/or addressing any and all Health and Safety concerns at the monthly meetings for Freezerco and HyLife Foods. Specific concerns at either HyLife Foods or Freezerco will be addressed by the safety representative assigned to the area. The Safety and Health Committee shall hold monthly meetings for jointly considering, monitoring, inspecting, investigating and reviewing Health and Safety conditions and practices and to improve existing Health & Safety conditions and practices.

33.03 Minutes shall be taken of all health and safety meetings and copies shall be sent to the Employer and the Union. A Union Safety and Health Representative shall have the right to participate in the monitoring of the work place and to accompany government safety inspectors on inspection tours.

33.04 Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

33.05 Health and Safety Clothing, Tools and Equipment

The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, protective equipment and protective clothing required. These shall be maintained and replaced, where necessary through normal wear and tear at the Employer's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or the elimination of the hazard. The employees shall use and assume responsibility for the reasonable care of all safety equipment supplied to them. In the event that such safety equipment is lost or is not returned on demand, the Employer shall be entitled to recover the cost of same from the employee but not by way of payroll deduction.

33.06 Monitoring Equipment

The Employer shall provide and maintain work place monitoring equipment for detecting and recording potential and actual health and safety hazards.

33.07 The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union-Employer Safety and Health Committee or negotiations with the Union.

33.08 **Disclosure of Health and Safety Information**

The Employer shall provide the Union with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. Where applicable, this information shall include, but not restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

33.09 The Employer shall provide the Health and Safety Committee upon request all accident reports and other safety and health records in the possession of the employer, including records, reports and data provided to and by the Workers Compensation Board and other government departments and agencies.

33.10 **Time Off for Health and Safety Training**

Union members of the Health and Safety Committee shall be entitled to time off from work provided that such time off shall not unreasonably affect the operations of the Employer, with no loss of seniority or earnings, to attend seminars for instruction and upgrading on safety and health matters provided that the content of such seminars is reasonably appropriate to circumstances of this industry. Unless otherwise agreed to, such time off with pay shall be limited to **four (4)** normal working days per employee per year. **The Employer and the Union will each pay for two (2) of the days per Union Committee Member per year.**

33.11 **Right to Refuse Dangerous Work**

In situations where an employee has reasonable grounds to believe and does believe that the particular work is dangerous to **their** safety or health the employee shall first report **their** concerns to **their** immediate supervisor. 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 the particular work is dangerous to **their** health or safety the employee shall be entitled to refuse to perform that work until such time that a person from the appropriate government agency has come to the Employer's operation to inspect the particular work firsthand. During this period the employee may be assigned to alternative duties that may be available within the plant. Payment for the above noted time period will not be made if the employee refuses to perform alternative duties.

The Employer will inform the Health & Safety Committee member from the applicable department as soon as possible of any accident and/or employee refusal to do dangerous work. In the absence of such committee member, the Union co-chair or designate will be notified in lieu.

33.12 Proper Training

No employee shall be allowed to work on any job or operate any piece of equipment on their own until **they have** received adequate, proper training, experience and instructions. Immediate training will include detailed instructions for safety features, ie: location of off switches.

33.13 Sickness at Work Provision

An employee who suffers emergency sickness during working hours, and is required to leave for treatment or is sent home as a result, shall receive payment for the remainder of the shift at **their** regular hourly rate of pay unless a doctor or nurse states that the employee is fit for further work on that shift. To be eligible for this pay, the employee must report to the supervisor before leaving the plant.

33.14 If an employee is absent because of **injury**, sickness, or Workers Compensation, **they** must contact the Employer on a weekly basis unless the doctor has specified a length of time that the employee will be incapacitated or a date of reassessment.

33.15 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

33.16 Health and Safety Grievance

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure.

33.17 Where the Employer requests an employee provide them with any completed HyLife Foods medical form the Employer shall bear the full cost of such medical verification. When the employer requests medical verification of an employee's occupational workplace restrictions following an illness/injury, the Employer shall bear the full cost of such medical verification. In all other instances employees will bear the cost.

Employees will be responsible for the payment of the initial medical note required for a specific absence thereafter the Employer will assume the cost for any medical note it requests for that specific absence.

ARTICLE 34 **WORK METHODS**

34.01 When the introduction of new equipment makes a material change which is expected to result in the closing of a department or a substantial reduction in the number of employees in a department, the Employer will inform the Chief Steward of the Union of such change at least sixty (60) days in advance of the contemplated change and the parties will discuss what is expected to take place and how the matter may best be handled.

34.02 Where an employee is transferred to work where the bracket is lower, as a direct result of the introduction of new equipment, or where an employee remains on a job reduced in value following a technological change, **their** rate shall not be reduced for a period of two (2) years, including layoff, provided that the employee accepts all opportunities to post to work where the bracket is higher, unless it is unreasonable to expect such employees to apply due to such things as age, health, working conditions, and the employee's ability to learn the job. Where an employee after a sincere effort is unable to qualify **their** bracket protection shall not be affected.

34.03 In the application of or adjustment of bracket values, such an employee will not be paid a rate greater than the rate paid **them** at the time of the above mentioned posting, except for reasons of a general wage increase after the date of transfer.

34.04 At the expiring of the two (2) year period set out above, the amount of rate reduction shall be limited to two (2) brackets, at twelve (12) month intervals thereafter, further reductions of a maximum of two (2) brackets shall take place until the lower rate prevails.

ARTICLE 35 **PART-TIME EMPLOYEES**

- 35.01 a) Part-time and casual employees will not be used where it is practical to employ full-time employees, and part time and casual employees will not be employed such that it causes a reduction in full time positions or hours of work for full time employees. Where the work performed by part-time or casual employees can be satisfactorily combined to permit the employment of a full-time employee, this will be done provided the employee can satisfactorily perform the work. Article 10.11 shall not apply to part-time or casual employees.
- b) Seniority for casual and part time employees will be calculated based on the total number of hours worked.
- c) Casual and part time employees will only be able to exercise their seniority over other casual and part time employees.

- d) Full time employees will exercise seniority over other full time employees and will, at all times, be considered senior to any casual or part time employee.
- e) If a casual or part time employee accepts a full time position, they will be given a new seniority date of the day they accepted that position and will be placed on the bottom of the full time seniority list.

35.02 The Union may submit and the Employer will consider, alternative means of doing the required work rather than employ part-time or casual employees.

ARTICLE 36 BULLETIN BOARDS

36.01 The Employer shall provide space in a conspicuous location for a bulletin board supplied by the Union for the posting of notices of official Union business.

ARTICLE 37 PROTECTIVE CLOTHING

37.01 Outer Clothing, Oilskin Aprons and Sleeves

Launderable outer work clothing, oilskin aprons, oilskin sleeves, specified by the Employer as required for work in the plant, will be supplied to employees. Such clothing remains the property of the Employer and shall not be removed from the Employer's premises except in the regular performance of duty, and must be returned for new issue or upon separation of the employee. In the event that such safety equipment is lost or is not returned on demand, the Employer shall be entitled to recover the cost of same from the employee but not by way of payroll deduction.

37.02 Laundry work service for outer work clothing shall be maintained at no cost to the employee.

37.03 Rubber Boots and Hair Nets

The Employer agrees to supply rubber boots, hair nets, and rubber gloves where required, to all employees. Worn out issue must be returned to the Employer before new issue will be issued. These items remain the property of the Employer and must not be removed from the premises.

37.04 Footwear Allowance

The Employer will provide each employee with a pair of quality safety boots or safety rubber boots free of charge each year and each year thereafter on their anniversary date, and earlier due to wear and tear.

Probationary employees who are issued Employer-supplied footwear will not be eligible for reimbursement for six (6) months.

Employees working in the freezer will be provided with winter boots and replacement liners as needed.

Employees working in the shipping/receiving departments or employees working outside will be provided with winter boots and replacement liners as needed during the months of October 1st - April 30th. Replacement of winter boots and replacement liners shall be provided on a 1-for-1 exchange basis.

Employees required by the Employer to wear both rubber boots and regular boots in the course of their assigned work will be provided with both types of boots.

Any employee **who has passed their probationary period**, who chooses not to wear the Employer's provided rubber boots will be granted a footwear allowance of **two hundred (\$200) dollars** every year for the purchase of appropriate, CSA approved footwear only. Employees required to work more than one (1) hour per day in a combination of conditions shall be entitled to rubber boots and a footwear allowance.

37.05 **Cold Climate Wear**

The Employer agrees to provide a heavy quilted **jacket as well as bib style lined overalls** to those working at temperatures below 0° Celsius and replace or repair as required. **Carcass Cooler employees will receive a jacket only.**

37.06 All employees must be properly attired and comply with Employer safety rules and regulations or be subject to disciplinary action.

ARTICLE 38 TOOLS

38.01 **Tool Allowance**

Mechanical Tradesmen of the Mechanical Department with seniority shall be reimbursed up to six hundred (\$600) dollars per year subject to the manager's approval of the expenditure and the delivery of purchase receipts for reimbursement.

38.02 **Sharpening of Tools and Knives**

The Employer shall provide a qualified operator for the sharpening of tools, knives, etc. This operator will be responsible for all sharpening of this equipment in the plant.

38.03 The Employer shall furnish all knives, scabbards, steels, whetstones, and hooks which it considers necessary for the performance of the work by the employees and shall establish regulations in respect thereto. The Employer agrees to maintain its present practice of furnishing heavy tools. All tools furnished shall remain Employer's property.

ARTICLE 39 PRESENT PRACTICE TO CONTINUE

39.01 Any working conditions now in effect and not specifically covered by this Agreement shall remain in effect unless changed by collective bargaining.

ARTICLE 40 LICENCE RENEWAL

40.01 The Employer shall reimburse employees for the renewal of necessary licences required in the performance of their duties.

ARTICLE 41 WORKERS COMPENSATION

41.01 The Employer agrees to advance to employees awaiting wage loss benefits under the Workers Compensation Board Act, the amount of benefits due up to the maximum amount of accrued vacation pay due to the employee. This is provided the following:

- (a) there is at least a two (2) week lapse of time since the benefits became payable;
- (b) the employee has completed all necessary forms as required by the Workers Compensation Board;
- (c) the doctor's report as required by the Workers Compensation Board has been completed and forwarded to the Board.

41.02 The amount of funds advanced under this section is strictly an advance to the employee, and the employee must sign a letter to this effect which would also authorize the Employer to withhold the Workers Compensation Board benefit due and apply the funds to repay the advance.

41.03 Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer 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.

ARTICLE 42 MEDICAL AND DENTAL APPOINTMENTS

42.01 Employees will make reasonable effort to schedule medical and dental appointments outside their regular working hours. If possible, employees will provide 24 hours' advance notice of medical or dental appointments scheduled during their regular working hours.

42.02 If an employee is intending to be absent from work on any given day **they** must contact the Employer to inform the Employer of the reason for the absence at least thirty (30) minutes prior to the start of the shift and in the case of maintenance/engineering personnel one (1) hour prior to the start of the shift. The reason for the absence must be satisfactory to the employer, notwithstanding that proper notice has been given. Either lack of notice or unsatisfactory reasons for the absence can lead to disciplinary action.

ARTICLE 43 RETURN TO WORK FROM LEAVES OF ABSENCE, ILLNESS OR INJURY

43.01 The parties agree that contract language related to employees returning to work following leave of absence, illness or injury and providing for the employee being reinstated to their former position or one of equal rating shall be interpreted to imply specific job protection except for circumstances such as:

- (a) the job no longer exists;
- (b) the job being filled by a senior employee pursuant to bumping provisions;
- (c) the employee's inability to perform the job.

In such circumstances the employee will be placed in a job of equal rating.

ARTICLE 44 CAR BOOSTING ASSISTANCE

44.01 The Employer agrees to provide winter car boosting assistance to employees whose cars will not start at the end of a shift. The Employer will not charge employees for parking or plug-ins. The Employer commits to a target date of the fall of 2015 to provide plug-ins for all employee parking spots but the commitment of that date is not subject to the grievance procedure.

ARTICLE 45 HEALTH AND WELFARE BENEFITS

45.01 The Benefit Plans provided to employees are as contained in Appendix "A" of this Agreement and the Employer agrees to make the premium payments contemplated therein.

ARTICLE 46 LOCKERS

46.01 The Employer agrees to provide separate lockers for all employees. In the event that space and/or zoning requirements restrict the Employer from being able to accommodate, the Employer will advise and work with the Union to determine suitable and reasonable arrangements.

46.02 It is understood between the parties that such lockers may only be entered in one of the two following circumstances:

- (1) (a) in the presence of the employee; or
- (b) if requested by the employee, in the presence of a Shop Steward; or
- (c) for HACCP compliance inspections in the presence of a Shop Steward; or
- (d) direct access for the specific purpose of locker cleaning, verification audit or condition inspection, by giving five working days notice to Union Representative and employees via Plant posting, in the presence of a Shop Steward or Union Representative; or
- (e) offsite discharge (e.g. AWOLs, Quits) in the presence of the Shop Steward.
- (2) in the presence of a Police Officer.

ARTICLE 47 JOINT LABOUR MANAGEMENT COMMITTEE

47.01 A Joint **Labour Management (JLM)** Committee shall operate during the term of this Agreement consisting of not more than three (3) employees and an equal number of Employer Representatives who shall meet bi-monthly (6 times per year) upon request of either party to discuss issues between the Employer and the Union and to promote a more harmonious relationship between the Employer and its employees. **The committee will also monitor the effectiveness of the job rotation program and shall take into consideration the safety and ergonomic needs of the employee(s), their ability to do other job(s), and the length of time that employee(s) have been working on a similar job. The Employer agrees that not necessarily all jobs will rotate. The parties will also review all new or altered jobs as per article 16.04.**

47.02 The full-time Union Representative may attend and employees shall suffer no loss of pay as a result of attending said meetings.

47.03 The Employer and the Union will review the Joint Labour Management Committee process on an annual basis with a view to making the meetings as productive and effective as possible.

ARTICLE 48 FOREIGN WORKER PROGRAM

48.01 Immigration Paperwork

The Employer agrees to provide administrative support for any foreign worker in processing all appropriate work permit renewal applications and forms to apply for permanent residency for all eligible employees from its Foreign Worker Program in a timely manner.

This provision shall be in accordance with Federal Immigration Regulations. In the event that there is a conflict between this provision and the Federal Immigration Regulations, the parties will meet to modify this provision to ensure that it is in compliance with the Federal Immigration Regulations.

48.02 Translation

The Employer agrees to support in kind the translation of the Collective Bargaining Agreement into Filipino and any other language that is the first language for fifty (50) workers or more.

The Employer agrees to provide translators whenever required by foreign workers at the plant which may be accomplished by a designated employee.

48.03 Foreign Worker Terminations

In the event of the termination of a non-probationary foreign worker, who has received a long term letter of support from the Employer for the Provincial Nominee Program the Employer agrees to an expedited arbitration hearing. The Employer will continue to process all necessary paperwork required for the employee to remain in Manitoba until such time as the arbitrator's award is received. The Employer and the Union will jointly request that the arbitrator appointed be prepared to hear the case and submit an award within sixty (60) calendar days of **their** appointment.

ARTICLE 49 DURATION OF AGREEMENT

49.01 This Agreement shall be in effect from February 1, **2020** and shall remain in effect until January 31, **2025**, provided, however, this Agreement may be terminated on the 31st day of January **2025** or on the 31st day of January in the year thereafter by either party on written notice by registered post to the Employer or to the

Union not more than ninety (90) days and not less than thirty (30) days prior to the 31st day of January of any year thereafter.

49.02 During the period of negotiations resulting from any of the provisions above, this Agreement shall remain in full force and effect.

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE EMPLOYER:

Ted Bacalzo

Grant Lazaruk

Kevin Hulsman

Howard Siemans

Arnold Nayve

Dave Penner

Colin Nicholson

Guy Baudry

Cam Nicholl

Thor Eiriksson

Phil Salmon

Lindsay Hextall

Robert Villafranca

Tim Whitford

Wendy Lundy

Blake Crothers

Bea Bruske

Jeff Traeger

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Group Benefits

A-1.01 The parties agree that the present Group Benefits; Life Insurance, A.D.&D., Long Term Disability, and Health Guard Insurance, shall continue for the duration of the Agreement. The premium costs shall be shared fifty/fifty (50/50) between the Employer and the employees.

A-1.02 The Union will be provided upon request no more than once per year, with the plan text of any benefit contained in this Agreement.

A-1.03 A summary of group benefits an employee becomes eligible for on the completion of six (6) months' continuous active full-time service is as follows:

A-2 Life Insurance

100% of annual basic earnings to a maximum of \$250,000.

A-3 Accidental Death and Dismemberment Insurance (AD&D)

100% of annual basic earnings to a maximum of \$250,000.

A-4 Long Term Disability Insurance (LTD)

66.7% of first \$2250 of monthly basic earnings plus 50% of the balance to a maximum monthly benefit of **\$5000**.

Payments commence following a 4 month waiting period ceasing at age 65.

A-5 Healthguard Insurance

100% of eligible drug expenses less any amount covered by Manitoba Pharmacare.

A-6 U.F.C.W./HYLIFE FOODS TRUSTEED BENEFIT PLAN

A-6.01 The Employer agrees to make direct contributions to the U.F.C.W./HyLife Foods Trusteed Benefit Plan, of **thirty-five (35¢) cents per hour, {forty} (40¢) cents per hour effective on the date of ratification}, forty-two (42¢) cents effective on February 1, 2022**, for each hour of actual work in respect to all employees in the bargaining unit. Contributions shall include vacations, general holidays and paid leaves of absence to a maximum of the basic work week.

A-6.02 Such contributions shall be forwarded to the Trust within twenty-one (21) days following the Employer's four (4) or five (5) week accounting period.

A-6.03 The Employer agrees to comply with all reasonable requests of the Board of Trustees in regards to the entry into the Plan and to abide by all the reasonable rules and decisions of the Board of Trustees as decided from time to time.

A-6.04 **The Board will be equally comprised of Union and Employer Trustees.**

A-6.05 It is agreed that the trust fund will maintain a reserve that is not less than thirty (30%) percent and not greater than forty (40%) percent which shall be calculated as follows:

At the first meeting of each year, the trustees will calculate the above percentage by dividing the current actual reserve by the previous year's actual plan costs (actual benefit disbursements + actual expense disbursements).

- a) If the calculated percentage is below thirty (30%) the Board will advise the Employer and the Employer will increase its hourly contribution to **forty-one (41¢) cents per hour retroactive to the date of the meeting in which the calculation was performed.**
- b) If the calculation is above forty (40%) contributions will be maintained at **forty (40¢) cents per hour**, unless they are at the **forty-one (41¢) cent level** in which case the Board will advise the Employer and the Employer will reduce contributions to **forty (40¢) cents per hour retroactive to the date of the meeting in which the calculation was performed.**

Effective February 1 2022 in b) above the forty (40¢) cents shall become forty-two (42¢) cents and the forty-one (41¢) cents becomes forty-three (43¢) cents.

The parties agree to recommend to the trustees of the jointly Trusteed Health and Welfare Benefit Plan additions and improvements to the benefit plan that include the following:

- 1. Add Acupuncture
- 2. **Improve the Dental Fee Guide**
- 3. Improve the sick pay provisions

A-6.06 A summary of Trusteed Plan benefits, which may change as determined by the Trustees is as follows:

A-6.07 **Dental Coverage**

100% of charges for eligible basic dental services and supplies.

90% of charges for eligible major dental services and supplies unless due to accident then 100%.

60% of charges for eligible orthodontic services for self and dependents age 18 and under.

A-6.08 **Sick Pay Plan**

Members with less than two years' service - \$65 per scheduled working day

Members with more than two years' service - \$80 per scheduled working day

Benefits paid for up to 12 scheduled working days annually with no more than 10 days paid on any one (1) claim.

The above may be amended from time to time as determined by the Board of Trustees.

A-6.09 **VisionCare**

\$400 per twenty-four (24) month period per employee and eligible dependent for frames and lenses or contact lenses.

For dependent children aged 17 years and younger \$400 per 12 months.

A-7 Pension

A-7.01 Effective June 7, 2015 participation in the CCWIPP will cease for all employees of Hylife Foods and employees will be enrolled in a HyLife Foods pension plan at its inception. References to the Canadian Commercial Workers Industry Pension Plan will be deleted throughout this collective Agreement. The provisions under Appendix A-7 may only be changed through mutual agreement between the parties.

A-7.1 **HyLife Pension Plan**

The employer will make a contribution of 3.3% of an employee's gross earnings on **their** behalf into a Defined Contribution Pension Plan which will be established by the employer to replace the CCWIPP.

This HyLife Employees Pension Plan will be established on the following basis:

1. It shall be for the employees of HyLife Foods who are in the UFCW Bargaining Unit that is a party to this Collective Agreement.
2. The Pension Plan will be a Defined Contribution Pension Plan which is managed by a Plan Manager with the guidance of a committee which will include each of the following:
 - a. A member of the union
 - b. An active employee who is a member of the plan
 - c. A member of the plan who is inactive but still participates in the plan either as a pensioner or a person with funds retained in the plan. If there is no such person available then another active employee may be placed on the committee to represent the inactive group.
 - d. Equal members of HyLife management
3. The employee will make contributions to the plan on the following basis:

2.25% of gross annual earnings

The employee may make voluntary contributions to the plan to the extent allowed through pension and/or Revenue Canada limitations

4. The Plan will have a retirement date of age 65 years with an early retirement option at age 55 years.
5. The plan will provide immediate vesting.
6. The beneficiary receives the vested amount upon the death of the employee.
7. HyLife will not have any claims on the assets of the plan.

A-7.2 HyLife Pension Conversion Fund (PCF)

The Employer will establish a Fund to provide money for the purpose of addressing the shortfall experienced by current employees who are also members of CCWIPP as a result of the employee withdrawing from the CCWIPP and participating in the HyLife Pension Plan.

1. The PCF will be funded by contributions provided by the Employer at the following rates:
 - a. \$150,000.00 per year for the first 5 years
 - b. \$100,000.00 per year for the next 15 years
 - c. Contributions will not be greater than \$2,250,000.00 over the 20 year period
 - d. All interest earned in the Fund will accrue to the fund
 - e. The full amount of the PCF is owned by HyLife
2. Withdrawals from the Fund will be governed by the following rules:
 - a. To be eligible for any payment from the Fund the employee must:
 - i. Be actively employed by HyLife and,
 - ii. Have reached the age of 65 years.
 - b. Upon the death of an active employee the amount of their entitlement will be paid to their spouse or beneficiary which may also be the estate.
 - c. Employees who retire at age 55 years or older will be eligible to receive their entitlement when they reach the age of 65 years.
 - d. Any employee who is terminated from the employ of HyLife will not be eligible for any payment from the fund.
 - e. Employees with less than 2 years of service at the time of conversion will not be eligible to participate with the PCF.
 - f. The Fund will not make any payment within the first two years from the date it was established.
 - i. Any employee retiring within the no payment period will have their payments held until payment from the fund commences.
3. The calculation of the shortfall will be as follows:
 - a. The shortfall will be calculated at the time of the conversion from the CCWIPP to the HyLife Pension Plan.
 - b. The shortfall calculations will be made by an accredited actuary who is mutually agreed upon by HyLife and the Union.
 - i. That calculation will be established as the amount of payment to which the employee is eligible.

4. The transition from CCWIPP to the HyLife Pension Plan:
 - a. Employees who have reached the age of 55 years will meet with a financial advisor to review, understand and establish a personal financial plan.
 - b. Prior to conversion into the plan any employee who has reached the age of 55 years may opt for retirement at which point they will receive a retirement allowance of \$140.00 for each year of completed service with HyLife.
 - i. Employees with less than 2 years of service at the time of conversion will not be eligible for the \$140.00 retiring allowance.
5. The unused assets of the Fund and the continuation of the Fund:
 - a. All assets of the Fund which are in excess of the amount of all calculated payments will be returned to HyLife.
 - b. At the point that the Fund has sufficient assets to meet the total of all calculated payments then HyLife will discontinue any contributions it is making to the Fund and all its obligations to make further contributions will cease.
6. The PCF agreement is not subject to re-negotiation.

APPENDIX "B" WAGES

B-1 (A) HYLIFE FOODS WAGES / JOBS

	Current		Feb 1 2020	Feb 1 2021	Feb 1 2022	Feb 1 2023	Feb 1 2024
Bracket 0	Start	\$14.85	\$15.15	\$15.45	\$15.75	\$16.10	\$16.45
	6 Months	\$15.00	\$15.30	\$15.60	\$15.90	\$16.25	\$16.60
	12 Months	\$15.20	\$15.50	\$15.80	\$16.10	\$16.45	\$16.80
	18 Months	\$15.45	\$15.75	\$16.05	\$16.35	\$16.70	\$17.05
	24 Months	\$15.70	\$16.00	\$16.30	\$16.60	\$16.95	\$17.30
Bracket 1	Start	\$15.00	\$15.30	\$15.60	\$15.90	\$16.25	\$16.60
	6 Months	\$15.15	\$15.45	\$15.75	\$16.05	\$16.40	\$16.75
	12 Months	\$15.35	\$15.65	\$15.95	\$16.25	\$16.60	\$16.95
	18 Months	\$15.60	\$15.90	\$16.20	\$16.50	\$16.85	\$17.20
	24 Months	\$15.85	\$16.15	\$16.45	\$16.75	\$17.10	\$17.45
Bracket 2	Start	\$15.30	\$15.60	\$15.90	\$16.20	\$16.55	\$16.90
	6 Months	\$15.60	\$15.90	\$16.20	\$16.50	\$16.85	\$17.20
	12 Months	\$16.00	\$16.30	\$16.60	\$16.90	\$17.25	\$17.60
	18 Months	\$16.15	\$16.45	\$16.75	\$17.05	\$17.40	\$17.75
	24 Months	\$16.45	\$16.75	\$17.05	\$17.35	\$17.70	\$18.05
Bracket 3	Start	\$17.10	\$17.50	\$17.90	\$18.35	\$18.80	\$19.25
	6 Months	\$17.45	\$17.85	\$18.25	\$18.70	\$19.15	\$19.60
	12 Months	\$17.80	\$18.20	\$18.60	\$19.05	\$19.50	\$19.95
	18 Months	\$18.25	\$18.65	\$19.05	\$19.50	\$19.95	\$20.40
	24 Months	\$18.40	\$18.80	\$19.20	\$19.65	\$20.10	\$20.55
Bracket 4	Start	\$18.20	\$18.60	\$19.00	\$19.45	\$19.95	\$20.45
	6 Months	\$18.50	\$18.90	\$19.30	\$19.75	\$20.25	\$20.75
	12 Months	\$18.95	\$19.35	\$19.75	\$20.20	\$20.70	\$21.20
	18 Months	\$19.30	\$19.70	\$20.10	\$20.55	\$21.05	\$21.55
	24 Months	\$19.55	\$19.95	\$20.35	\$20.80	\$21.30	\$21.80
Bracket 5	Start	\$19.70	\$20.15	\$20.65	\$21.15	\$21.65	\$22.20
	6 Months	\$20.05	\$20.50	\$21.00	\$21.50	\$22.00	\$22.55
	12 Months	\$20.45	\$20.90	\$21.40	\$21.90	\$22.40	\$22.95
	18 Months	\$20.80	\$21.25	\$21.75	\$22.25	\$22.75	\$23.30
	24 Months	\$21.05	\$21.50	\$22.00	\$22.50	\$23.00	\$23.55

Bracket 6	Start	\$20.00	\$20.45	\$20.95	\$21.45	\$21.95	\$22.50
	6 Months	\$20.25	\$20.70	\$21.20	\$21.70	\$22.20	\$22.75
	12 Months	\$20.80	\$21.25	\$21.75	\$22.25	\$22.75	\$23.30
	18 Months	\$21.35	\$21.80	\$22.30	\$22.80	\$23.30	\$23.85
	24 Months	\$22.10	\$22.55	\$23.05	\$23.55	\$24.05	\$24.60

General Maintenance Personnel.						
Must be able to perform basic maintenance activities and assist maintenance staff (without tickets).						
	Current	Feb 1 2020	Feb 1 2021	Feb 1 2022	Feb 1 2023	Feb 1 2024
Start	19.94	\$20.34	\$20.75	\$21.16	\$21.58	\$22.02
6 Months	20.85	\$21.27	\$21.69	\$22.13	\$22.57	\$23.02
12 Months	22.79	\$23.25	\$23.71	\$24.18	\$24.67	\$25.16

Maintenance Non 24-7 Employees						
Bracket	Current Rate	Increase Year 1	Increase Year 2	Increase Year 3	Increase Year 4	Increase Year 5
2nd Class	\$49.95	\$50.95	\$51.97	\$53.01	\$54.07	\$55.15
3rd Class	\$43.30	\$44.17	\$45.05	\$45.95	\$46.87	\$47.81
4th Class	\$39.17	\$39.95	\$40.75	\$41.57	\$42.40	\$43.25
Trades	\$44.07	\$44.95	\$45.85	\$46.77	\$47.70	\$48.66
Non-licensed	\$34.15	\$34.83	\$35.53	\$36.24	\$36.97	\$37.70
Dual Ticket	\$49.95	50.95	\$51.97	\$53.01	\$54.07	\$55.15

Maintenance 24-7 Employees						
Bracket	Current Rate	Increase Year 1	Increase Year 2	Increase Year 3	Increase Year 4	Increase Year 5
2nd Class	\$49.95	\$51.45	\$52.99	\$54.58	\$56.22	\$57.91
3rd Class	\$43.30	\$44.60	\$45.94	\$47.32	\$48.73	\$50.20
4th Class	\$39.17	\$40.35	\$41.56	\$42.80	\$44.08	\$45.40
Trades	\$47.93	\$49.37	\$50.85	\$52.37	\$53.95	\$55.56
Non-licensed	\$37.15	\$38.26	\$39.41	\$40.59	\$41.81	\$43.07
Dual Ticket	\$49.95	\$51.45	\$52.99	\$54.58	\$56.22	\$57.91

B-2 JOB GRADES AND CLASSIFICATIONS

Job Grades & Classifications	
BRACKET	JOB TITLE
STACK OFF AM & PM	
2	Strapper
3	Stack Off
6	Lead Hand
JAPAN LOADING	
2	Japan Loader
4	Japan Shipper
5	Japan High Rise Operator
6	Lead Hand
SHIPPING AM & PM	
5	High Rise Operator
5	Shipper/Receiver
6	Lead Hand

KILL WET END AM & PM	
0	Flush Nostrils
2	Feed Singer
3	Cut Gam Cords
3	First Hog Driver
3	Gam Hogs
3	Gam Room
3	Hang Hogs
4	Shackler
5	Butina Gate
5	Tending Scald Tank
6	Sticker
6	Lead Hand
KILL FLOOR DRESSING AM & PM	
1	Clean Floors
1	Clippers
1	Hog Pusher
2	Bung Mechanically
2	Channel Fat/Hanging Tender
2	General Janitorial
2	Hash Gut
2	Head Shavers
2	Return Hogs to Main Line
2	Fecal Monitor
3	Cooler Floater
3	Drop Bing Remove Bladder Save Uteri
3	Grader
3	Pop Kidneys
3	Present Viscera
3	Pulling Plux
3	Scale Operator
3	Shavers
3	Trim Stick Holes
3	Loosen Tongue
4	Final Trim
4	Mechanical Leaf Lard Puller

4	Scrape Leaf Lard
5	Presenting MLN
5	Trim and Switch Hogs to Held Rail
6	Gut
6	Held Raid
6	Open Belly
6	Open Brisket
6	Split Hogs
6	Job Skills Trainer
6	Lead Hand
OFFAL AM & PM	
1	Sort Offal
2	Chitterlings
2	Save Offals
2	Save Stomach
2	Stomach Room
3	Stomach Scale (Computerized)
4	Pack and Scale Offal
QA/HACCP AM & PM	
0	Recorder
3	Quality Assurance Composite
6	Quality Assurance Technician
6	Lead Hand
FREEZERCO AM & PM	
4	Material Handler
4	Shipper/Receiver
5	High Rise Operator
6	Truck Driver
6	Lead Hand
SANITATION	
5	Night Clean Up
6	Lead Hand

MAIN BREAK AM & PM	
1	Push Hogs Manually
1	Packaging
2	Digitized Scale
2	Back Fat Knife
2	General Janitorial
2	Push Hogs With Pallet Jack
3	Computerized Scale
3	Stack Off
3	Drop Hogs
3	Dunseth Operator
3	Remove Jowls/Heads and Feed Skinner
3	Remove Tail Root
4	Trim Jowls
4	PPE Washer
4	Whizzard Knife
6	Loin Puller Operator
6	Held Table
6	Knife Sharpener
6	Job Skills Trainer
6	Lead Hand
BELLY LINE AM & PM	
2	Flipping Bellies
4	Remove Skirt Meat
4	St. Louis Ribs
4	Trim and Square Bellies
5	Denver Knife
6	Rib Bellies
6	Lead Hand
SHOULDER AM & PM	
1	Dumping Tubs
2	Shoulder Skin and Fat
3	Glove Style Shoulder Trimmer
4	Scribe Saw

4	Whizzard Shoulder Glove Style
5	Band Saw Operator
5	Skin Shoulder and Butts
5	Trim Small Butts
6	Boning Shoulder
6	Lead Hand
LOIN AM & PM	
3	Chine Bone saw
4	Sirloin Trim
4	Whizzard Knife
5	Final Trim
6	Boning to Spec
6	Lead Hand
OPS SUPPORT AM & PM	
1	Floor Cleaners
2	Digitized Scale
3	Rework
3	Computerized Scale
3	Pallet Jack Operator
4	Inventory Steward
6	Lead Hand
BOX ROOM AM & PM	
1	Make Boxes
2	Computer
2	Radio
4	Inventory Steward
2	Tare Weight
6	Lead Hand
1	Make Boxes
TENDERLOIN AM & PM	
4	Knife Trim
4	Pull Trim
5	Membrane Skinner
6	Lead Hand

HAM LINE AM & PM	
4	Whizzard Knife
5	Membrane Skinner
5	Skinner
6	Boning to Spec
6	Three Piece Ham
6	Lead Hand
PKG N AM & PM	
0	New Hire
1	Packaging
2	Digitized Scale
2	Temperature Checker
2	Packaging/Boxing
2	Radio
3	Cryovac Operator
6	Held Table
6	Lead Hand
PKG S AM & PM	
0	New Hire
1	Packaging
2	Packaging/Boxing
2	Digitized Scale
2	Radio
2	Trim Rib Ends
3	Cryovac Operator
3	Rework
6	Lead Hand
JOWLS AM & PM	
4	Trim Jowls
6	Lead Hand
YARD & PREMISE (AM & PM)	
6	Shunt Truck

B-5 RETROACTIVE PAY

All employees shall receive full retroactive pay to February 1, **2020**, for all hours worked and/or paid. Retroactive pay for a period not more than ten (10) calendar days shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit as part of their normal earnings.

APPENDIX C

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

- C-1 The Employer agrees to make the following contributions per hour into the Manitoba Food & Commercial Workers Local 832, Education and Training Trust Fund:

Three (3¢) cents per hour.

The hours for which the Employer will contribute said amounts will be the same hours as contributed for the Pension Plan under Section A-7, and shall be remitted to the Union in the same manner and at the same time as Union dues and initiation fees.

- C-2 The purpose of the Manitoba Food and Commercial Workers, Local 832, Education and Training Trust Fund is to provide training for members of bargaining units as needed from time to time, either for personal improvement, or in cooperation with the Employer, for training as decided by the Union and the Employer that would be beneficial to both the Employer and the Union members.

APPENDIX D

SCHEDULED TWELVE (12) HOUR SHIFTS FOR POWER ENGINEERS AND MAINTENANCE EMPLOYEES

All Stationary/Power Engineers and Maintenance employees work a schedule of 12-hour shifts commencing six (6) months from the date of ratification of this collective agreement. With the implementation of the 12-hour shift schedule the following conditions will become effective:

The provisions of 11.01 will not apply to this APPENDIX D as all provisions related to the hours of work will be as set out in the 12-hour shift schedule provided to the Union and the relevant employees affected by such schedule. In the event that any employee within the department is assigned to work a schedule set out in Article 11.01 then they will be subject to the provisions provided in the CBA without reference to any of the provisions of this APPENDIX D

- D-1 The work week will commence at a time determined by the Employer. The start and end time along with the start and end day of the week shall be established for the shifts that are determined for the department and notice will be given to the employees and the Union prior to the commencement of any schedule. In the event that the Employer determines to make changes to any start or end times then notice will be provide to both the employee and the Union one (1) week in advance of any such change. In the event that the Employer requires a change in the Schedule it shall consult with the Union to minimize any detrimental effect such change will have on the employees covered by this Appendix.**
- D-2 There will be a two (2) week work cycle with employees working alternating weeks of forty-eight (48) hours (four (4) scheduled shifts) and thirty-six (36) hours (three (3) scheduled shifts) or twenty four (24) hours (two (2) scheduled shifts).**
- D-3 Employees will be paid at one and one-half (1½) times their regular rates for hours worked in excess of twelve (12) hours per shift or in excess of eighty (80) hours which have been paid at straight time rates in a two-week cycle.**
- D-4 Employees who take vacation within any week shall take those hours which are scheduled work hours as vacation and their total vacation bank shall be reduced by the appropriate amount of vacation taken. Weeks of vacation will be calculated as forty-two (42) hour weeks. The amount of hours deducted from an employee's vacation bank will be either twenty four (24), thirty-six (36) or forty-eight (48) hours, depending on the days taken off in the scheduling cycle.**

- D-5 Under Section 27.06 of the Collective Agreement - Bereavement Pay, the maximum number of hours for which an employee may qualify to be paid is thirty-six (36) **thirty-six** hours.
- D-6 Employees will be paid time and one half (1½) for the first three (3) hours in excess of their normal shift schedule, and double (2) time for all hours beyond three (3) hours in excess of the normal shift schedule.
- D-7 Employees working twelve (12) hour shifts will have a sixty (60) days' work probationary period.
- D-8 **Shift engineers and maintenance employees who work under this APPENDIX D and whose shift schedule calls for work on calendar Saturdays and Sundays shall be paid their regular rates of pay for all scheduled hours. Employees who work on general holidays shall be paid time and one half (1½) their regular rate and bank 12 hours of STAT time at regular rate. All banked time paid out will be paid at the regular rate.**
- D-9 **Employees who are lead hands in the maintenance department will receive a premium of eighty (80¢) cents above their own pay rate.**
- D-10 **The Engineer Standing rate is one (\$1.00) dollar per hour as per past practice prior to the 2020 set of negotiations.**

In circumstances other than those referred to above, the provisions of the Collective Agreement will apply.

LETTER OF UNDERSTANDING #1

BETWEEN:

HYLIFE FOODS, Neepawa, Manitoba,
hereinafter referred to as the "Employer",

AND

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

The parties hereby agree as follows:

Attendance Bonus – The HyLife Attendance Bonus will remain in place at its current rate and in its current form for the life of this contract (February 1, 2020 thru January 31, 2025). For further clarification the Employer will maintain the credit hours.

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE EMPLOYER:

Bea Bruske

Lindsay Hextall

LETTER OF UNDERSTANDING #2

BETWEEN:

HYLIFE FOODS, Neepawa, Manitoba,
hereinafter referred to as the "Employer",

AND

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

RE: Rescheduling of Booked Vacations

In the event that there is an anticipated shortage of employees to staff the plant impacting the ability to sustain production requirements, which results from a major market disruption, the parties will meet to review the need for potential changes to the previously approved vacation schedule. The Employer will provide the Union with the rationale for such need and without delay the Union will respond to the Employer with its concerns. The parties will immediately meet to resolve all issues for the purpose of implementing a change to the previously approved vacations guided by the following procedure:

Employees who are required to reschedule their vacation time will be asked on a volunteer first basis, based on skill sets required for production determined by the employer. In the event that there are insufficient employees volunteering the most junior qualified employee(s) required to fill skill sets for production, determined by the employer, will have their vacation rescheduled. Employees whose booked vacations have been rescheduled will select alternative vacation times on the basis of seniority within their department. Their selection of alternative vacations will be limited to those periods set aside by the Employer for the purpose of selection for alternate vacation based on the previously approved vacation calendar. No employee making an alternate selection will be permitted to displace any other employee who has already booked vacation. Any employee who has been financially damaged by the rescheduling of their vacation under this clause may submit a claim to the Employer for reimbursement of losses. The Employer will select those employees who have the skills to perform the jobs which are needed to meet production requirements commencing with the junior qualified employees who have vacations booked.

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE EMPLOYER:

Bea Bruske

Lindsay Hextall

LETTER OF UNDERSTANDING #3

BETWEEN:

HYLIFE FOODS, Neepawa, Manitoba,
hereinafter referred to as the "Employer",

AND

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

RE: Joint Employment Project

The Employer agrees to discuss the possibility of establishing a joint employment project to hire and support persons with disabilities in the workplace. The objective is to hire workers who identify as having a disability and may include working with social services agencies that currently work with this population. As in the case with all employees, the parties recognize the health and safety and food safety requirements within the plant.

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE EMPLOYER:

Bea Bruske

Lindsay Hextall

LETTER OF UNDERSTANDING #4

BETWEEN:

HYLIFE FOODS, Neepawa, Manitoba,
hereinafter referred to as the "Employer",

AND

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

RE: Application of 19.03

The Employer agrees to apply the eighty (80¢) cent premium for hours worked as an adjustment to the wage rate of any employee in the identified jobs so long as they held that job with ownership prior to January 31, 2015

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE EMPLOYER:

Bea Bruske

Lindsay Hextall

CHARTERED BY THE UNITED FOOD
& COMMERCIAL WORKERS
NATIONAL UNION

I hereby acknowledge for membership in the United Food & Commercial Workers Local No. 832, I agree to the above statements are true. I agree that all monies paid by me shall be for-
warded to the Union and I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and
handling of grievances as well as other matters relating to my employment. I further consent to the disclosure of my personal information through such local union as I may daily designate. United Food & Commercial Workers Local No. 832 has
policies and procedures to ensure privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal
information from the Union will safeguard and protect from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW
Local No. 832 for the purpose herein stated, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.

DATE SIGNED _____

LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE _____

X

Visit the Union's website @ www.afx832.com for more details on UFCW Local 832's Privacy Policy or call (264) 786-5055 or 1-888-832-5832.