

NALEWAY FOODS LTD.

FROM: October 1, 2021

TO: October 1, 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



NALEWAY FOODS LTD.

Table of Contents

| | <u>ARTICLE</u> | <u>PAGE</u> |
|--|-----------------------|--------------------|
| Adjustment of Grievances | 29 | 26 |
| Appendices and Letters of Understanding | 40 | 31 |
| Attendance Incentive Plan | Ltr | 43 |
| Bereavement Leave | 21.07 | 16 |
| Bulletin Boards/Decals | 31 | 29 |
| Compassionate Care Leave | 21.11 | 19 |
| Convention/Conference/Education Leave | 21.02 | 15 |
| Court's Decision | 27 | 25 |
| Cross Training | 39 | 31 |
| Deduction of Union Dues | 5 | 3 |
| Definitions | 2 | 2 |
| Dental Benefits | Appendix A-4 | 34 |
| Department Listing | 22.11 | 22 |
| Discipline/Discharge | 28 | 25 |
| Exhibit One | Form | 45 |
| Expiration and Renewal | 41 | 32 |
| Family Responsibility Leave | 21.12 | 20 |
| Full-time, Definition of | 2.01(a) | 2 |
| General Holidays | 10 | 8 |
| Group Retirement Savings Plan Benefits | Appendix A-3 | 34 |
| Harassment Policy | Appendix C | 38 |
| Harassment/Abuse | 36 | 30 |
| Health and Welfare Benefits Referral | 32 | 29 |
| Health and Welfare Benefits | Appendix A | 33 |
| Hours of Work | 7 | 4 |
| Job Loss Assistance | 15.03 | 12 |
| Job Posting | 23 | 22 |
| Jury Duty Leave/Jury Selection Leave | 21.05 | 16 |
| Labour/Management Relations | 33 | 29 |
| Layoff, Definition of | 2.01(e) | 2 |
| Leave Authorization | 21.13 | 20 |
| Leaves of Absence | 21 | 15 |
| Management Rights | 14 | 11 |
| Masculine or Feminine Gender | 2.01(c) | 2 |
| Maternity Leave | 21.08 | 17 |
| Meal and Rest Periods | 8 | 6 |
| Meal Periods (for shifts 10 hours or less) | 8.01 | 6 |
| Minimum Call-In | 11 | 9 |

| | | |
|--|--------------|----|
| Nature of the Bargaining Unit | 1 | 1 |
| Negotiation Leave | 21.04 | 16 |
| Night Shift Premium | Appendix B-2 | 37 |
| No Contracting Out | 3 | 2 |
| Notice of Layoff/Closure/Severance Pay | 15 | 12 |
| Overtime for Employees Working 10 Hour Shifts | 9.01(a) | 7 |
| Overtime for Employees Working 8 Hour Shifts | 9.01(b) | 7 |
| Overtime | 9 | 7 |
| Parental Leave | 21.09 | 17 |
| Part-time, Definition of | 2.01(b) | 2 |
| Past Practices/Benefits | 38 | 31 |
| Payment for Meeting Attendance | 17 | 13 |
| Pension Benefits (CCWIPP) | Appendix A-6 | 35 |
| Permanent Layoff | 15.02 | 12 |
| Personal Leave | 21.01 | 15 |
| Plural and Singular, Definition of | 2.01(d) | 2 |
| Probationary Period | 6 | 4 |
| Production 2 Premium | Appendix B-6 | 37 |
| Reinstatement of Employee after Leaves | 21.10 | 18 |
| Relieving Rates/Temporary Assignments | 12 | 9 |
| Reporting Workplace Injury or Illness | 35.01 | 30 |
| Safety and Health | 25 | 23 |
| Safety Boots | 37.04 | 30 |
| Sale/Merger of Business | 16 | 13 |
| Selection of an Arbitrator | 30 | 27 |
| Seniority | 22 | 20 |
| Shop Stewards | 20 | 14 |
| Short Term Disability Insurance | Appendix A-2 | 34 |
| Strikes and Lockouts | 18 | 13 |
| Technological Change | 24 | 23 |
| Transportation for Employees Outside Bus Service | 34 | 29 |
| Uniforms and Protective Clothing | 37 | 30 |
| Union Leave | 21.03 | 15 |
| Union Representative's Visits | 19 | 13 |
| Union Shop | 4 | 3 |
| Vacation Scheduling | 13.07 | 10 |
| Vacations with Pay | 13 | 9 |
| Vision Care Benefits | Appendix A-5 | 34 |
| Wages | 26 | 25 |
| Wages | Appendix B | 36 |
| Witness Leave | 21.06 | 16 |
| Work Schedules | 7.05 | 5 |
| Workers Compensation Benefits | 35 | 30 |

EXPIRY DATE: October 1, 2025

BETWEEN:

NALEWAY FOODS LTD., in the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

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

WHEREAS: THE EMPLOYER AND THE UNION DESIRE TO PROVIDE FOR ORDERLY COLLECTIVE BARGAINING RELATIONS BETWEEN THE EMPLOYER AND ITS EMPLOYEES AND TO PROVIDE A PROCESS FOR THE DISPOSITION OF GRIEVANCES AND TO REGULATE WORKING CONDITIONS, HOURS OF WORK AND WAGES FOR ALL EMPLOYEES WHO ARE SUBJECT TO THIS AGREEMENT, AND TO PROMOTE AN EFFICIENT AND COMPETITIVE OPERATION

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

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Naleway Foods Ltd., in the City of Winnipeg, in the Province of Manitoba, save and except Office Staff, Sales Staff, Supervisors, those above that rank, and those excluded by the Act.

1.02 The Employer shall provide the Union whenever changes are made, with a list of the names of all management contact(s) or their designate(s).

ARTICLE 2 **DEFINITIONS**

2.01 The following words or terms shall mean the following:

- (a) **Full-time:** A full-time employee shall be an employee who is normally scheduled to work up to forty (40) hours per week consisting of five (5) eight (8) hour work days or four (4) ten hour work days.
- (b) **Part-time:** A part-time employee shall be a person who is normally scheduled to work and be paid less than forty (40) hours per calendar week.
- (c) **Masculine or Feminine Gender:** Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the masculine shall, in its application to a female employee, be read with the necessary changes to express the feminine, and vice versa.
- (d) **Plural and Singular:** Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the plural shall, in its application to the singular, be read with the necessary changes to express the singular, and vice versa.
- (e) **Layoff:** Layoff of an employee shall be deemed to occur when an employee is removed from the work schedule for one (1) week or more due to lack of work, unless due to temporary plant closure not exceeding two (2) weeks for mechanical or maintenance purposes.

ARTICLE 3 **NO CONTRACTING OUT**

3.01 The Employer will not contract out work for the purpose of laying off employees, reducing hours of employees, or maintaining reduced hours of work for employees.

3.02 Employees excluded from the bargaining unit will not, on a sustained basis, perform work normally done by bargaining unit members such that it would reduce the hours of work of bargaining unit employees. This does not prevent maintenance supervisors from continuing to work on bargaining unit work as well as their supervisory duties, nor does it prevent excluded employees from assisting to cover absent employees, during emergencies or to provide training or instruction.

ARTICLE 4 UNION SHOP

4.01 The Employer agrees to retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing.

The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall make application on the official membership application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.

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

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

4.04 The Employer agrees to provide the Union every four (4) weeks with a list containing the names and social insurance numbers of all employees who have terminated their employment during the previous month in Excel format.

ARTICLE 5 DEDUCTION OF UNION DUES

5.01 The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's each four (4) week accounting period and shall be accompanied by a four (4) week electronic remittance of the names and social insurance numbers of the employees in Excel format for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the cheque, with the name change(s) of employees.

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

ARTICLE 6 **PROBATIONARY PERIOD**

6.01 Employees who are hired by the Employer shall be on probation for their first three (3) calendar months of employment, with the exception of maintenance employees. Maintenance employees shall be on probation for their first eighty (80) days on which work is performed. The purpose of the probationary period is to provide the Employer with an opportunity to assess the qualifications of an employee and to review the performance and suitability of an employee for continued employment.

In the unusual event the Employer believes it beneficial to extend a new employee's probationary period, the Employer may do so with the agreement of the Union for up to the same time period as the original probationary period. If the Employer does this, it shall advise the affected employee of this extension and the reasons why, prior to the expiry of the original probationary period. If feasible the Union representative shall be present at a meeting with the affected employee. If this is not feasible the Union will be notified in writing.

6.02 The Employer, at its discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration provisions as set out in this Agreement.

6.03 The parties acknowledge the benefits of providing feedback to employees as to their performance on a regular basis, and the Employer will make reasonable efforts to do so, including during the probationary period.

ARTICLE 7 **HOURS OF WORK**

7.01 The normal basic work week for full-time employees (other than Maintenance) shall be forty (40) hours to be worked in five (5) shifts at eight (8) hours per day or four (4) shifts at ten (10) hours per day. Maintenance employees will continue to work shift rotation.

The intention is that full time employees (other than maintenance employees) will, as often as is reasonably possible, work regular shifts of four (4) or five (5) consecutive days (depending on shift length), with at least two (2) consecutive days off. As often as is reasonably possible the days of work for such employees shall be scheduled between Monday to Friday, and the days off will be Saturday and Sunday. However, by nature of the Employer's operations, this is not something that can be guaranteed for all such employees at all times.

The Employer will make best effort to schedule so that maintenance employees will receive two (2) consecutive days off per calendar week.

The work pattern will be determined by the Employer based on the operational needs of the business and full time employees will receive no less than ninety (90) calendar days' notice of a shift pattern change.

The Employer retains the right to schedule its operations as required and consistent with the Collective Agreement. However, it will consult with the Union, on request, to work toward these goals while at the same time maintaining and promoting efficient and competitive operations for the Employer.

7.02 With the exception of the meal period, an employee's shift for the day shall be comprised of consecutive hours of work, unless otherwise mutually agreed between the Employer and the employee.

7.03 In a week in which one (1) general holiday occurs the normal work week for full time employees shall be thirty-two (32) hours per week during an eight (8) hour per day schedule and thirty (30) hours per week during a ten (10) hour per day schedule.

7.04 In a week in which two (2) general holidays occur, the normal work week for full time employees shall be twenty-four (24) hours per week during an eight (8) hour per day schedule and twenty (20) hours per week during a ten (10) hour per day schedule.

7.05 **Work Schedules**

Shift schedules for each employee shall be posted in an appropriate place. In the event of an emergency beyond the control of the Employer, or in the event of an unscheduled absence of employees, the schedule may be changed by providing as much notice as possible in the circumstances. In all other cases at least forty-eight (48) hours' notice must be given.

In order to assist in the scheduling process, employees agree to provide updated contact information to their supervisor on a regular basis, including telephone numbers at which they can be reached or a message can be left. Employees not doing so will be subject to discipline. In terms of providing notice to employees of schedule changes, the Employer shall be deemed to have met its requirements by using the most recent contact information provided by an employee.

7.06 Subject to operational requirements, the Employer shall make best efforts to provide all full-time employees with forty hours of work per week. Nothing in this Agreement shall, however, be considered a guarantee of work or hours of work.

7.07 The Employer will offer any available additional production or packing work beyond that normally scheduled according to seniority in the classification, provided that does not require overtime.

7.08 In the event of a mechanical error or any other event that would send employees who are already at work home early, each such employee shall be paid for the greater of four (4) hours or the time actually worked, at their appropriate hourly rate of pay.

ARTICLE 8 **MEAL AND REST PERIODS**

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

- (a) An employee working a daily shift of six (6) hours or more shall receive one (1) uninterrupted thirty (30) minute meal period without pay which shall be taken at approximately the midpoint of their shift.
- (b) Times at which such meal periods are taken shall be scheduled by management.
- (c) The meal period shall be uninterrupted, except in the case of emergency. Employees whose meal period is interrupted will be allowed to complete their break after the interruption.

8.02 **Rest Periods**

| <u>Length of Shift</u> | <u>Number of paid rest periods (15 minutes in length)</u> |
|--------------------------------|--|
| 4 hours but less than 8 hours | 1 |
| 8 hours but less than 10 hours | 2 |
| 10 hours | 3 |

Employees working a daily shift of more than six (6) hours shall receive the rest periods as noted above in addition to the meal period as provided for in Article 8.01.

One (1) rest period shall be taken at approximately the mid-point of the first half of said daily shift, and the other rest period shall be taken at approximately the mid-point of the second half of said daily shift, unless mutually agreed upon by the Employer and employee.

Rest periods for ten (10) hour shifts will be scheduled with a minimum of one (1) hour between each break, unless mutually agreed upon between the Employer and employee.

Rest periods shall be scheduled by the Employer, and shall be uninterrupted except in the case of emergency. Employees whose rest period(s) is interrupted will be allowed to complete their break after the interruption.

8.03 Employees who are required to work at least one (1) hour overtime on the completion of an eight (8) hour or ten (10) hour shift shall first be scheduled an uninterrupted fifteen (15) minute rest period with pay at the conclusion of the first hour of overtime worked, and shall receive an additional uninterrupted fifteen (15) minute rest period with pay for each additional two (2) hours of overtime worked.

ARTICLE 9 **OVERTIME**

- 9.01 (a) **Employees (working 10 hour shifts)** - all time worked in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid for at time and one-half (1½) the employee's regular hourly rate of pay.
- (b) **Employees (working 8 hour shifts)** - all time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid for at time and one-half (1½) the employee's regular hourly rate of pay.

 All time worked and/or paid in excess of fifty-four (54) hours in any one week or on the seventh (7th) day in one week, whichever comes first, shall be paid for at the rate of two (2) times the employee's regular hourly rate of pay.

9.02 All employees working on general holidays as designated in Article 10 of this Agreement shall be paid time and one-half (1½) their hourly rate for all time so worked.

9.03 The Employer will make all reasonable efforts to avoid overtime but by the nature of its operations it will be required from time to time.

 If required, overtime will first be offered to the most senior employee on the shift who normally performs the work in question and thereafter in decreasing order of seniority amongst those workers who normally perform the required work. If no employee who normally performs the work wishes to work the overtime, the Employer shall offer the overtime in seniority order to other employees on the shift who are capable of performing the work. If no employee volunteers to work the overtime, then the Employer will assign a junior employee who is capable of performing the work and this person must then work the overtime.

 Excluding maintenance employees, no employee will be required to work more than two (2) weekend days per month during the months of June, July and August.

9.04 Compensating time off shall not be given in lieu of overtime pay, except with the agreement of the affected employee and the Employer.

 If an employee works overtime, such employee may choose to be paid the overtime pay in that pay period or may choose to bank the time (at the appropriate rate) to be taken off with pay at a later date. Such banked time will be used in the calendar year in which it is accrued or it shall be paid out by December 15th in that year.

ARTICLE 10 GENERAL HOLIDAYS

10.01 The following days shall be recognized and considered as general holidays, for which all full-time employees shall suffer no reduction in pay on account of the closing of the Employer's business:

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

And other day or portion of a day the Provincial Government **requires the Employer to treat as a paid holiday.**

Whether or not the Provincial Government requires the Employer to treat the September 30 holiday titled National Day for Truth and Reconciliation as a paid holiday it will be considered as a General Holiday for the purposes of this Agreement starting in September 2024.

10.02 Holiday pay under this article will not be paid in the following circumstances:

- (a) the employee has not earned wages for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the general holiday (vacations or authorized leave up to three (3) days inclusive, shall not disqualify an employee);
- (b) the employee failed to report for work on the holiday when scheduled, unless due to illness or absence with the Employer's consent; or
- (c) the employee was absent from work either on the regular working day immediately preceding or following the general holiday, as scheduled, unless due to illness or absence with the Employer's consent.

10.03 If a general holiday occurs during an employee's annual vacation, the employee shall be given an extra day's vacation with pay at a time mutually agreed upon by the Employer and the employee, or the employee may choose to receive an extra day's pay.

10.04 When a general holiday or holidays fall on a day or days where the Employer's operation is normally closed, employees shall then receive time off with pay as referred to in this general holiday pay article at a time to be designated by the Employer.

10.05 All full-time employees shall receive their regular daily hours' pay at their regular rate for each general holiday.

10.06 Employees, who are disqualified from full general holiday pay as a result of 10.02 (a) above, shall receive general holiday pay based on one-fifth (1/5) of their average weekly hours, excluding overtime, being paid for each general holiday, and calculated using the four (4) complete calendar weeks immediately prior to the week in which the general holiday occurs.

ARTICLE 11 MINIMUM CALL-IN

11.01 No full time employees shall be called in or requested to work for less than four (4) hours in any one (1) shift. If no work or insufficient work is available, said employee(s) shall nevertheless be paid for the full four (4) hours at their appropriate hourly rate of pay.

ARTICLE 12 RELIEVING RATES/TEMPORARY ASSIGNMENTS

12.01 Employees who are temporarily assigned to work in a lower paying classification shall nevertheless continue to receive their higher rate of pay for all time so employed.

12.02 Any employee who is temporarily assigned to work in a higher paying classification for two (2) consecutive hours or more shall receive the higher rate for all time so assigned. An employee who believes that work is in a higher classification shall advise the Employer when so assigned.

12.03 The Employer agrees to post on the bulletin board a listing of duties in each classification.

ARTICLE 13 VACATIONS WITH PAY

13.01 The vacation year is calculated from the starting date of employment. Vacation days accumulate throughout the year. Vacation pay will be accumulated at the applicable percentage of regular earnings, for all employees regardless of full-time or part-time status.

13.02 Employees, who have less than four (4) years of continuous service, shall accumulate vacation in an amount equal to four (4%) percent of their regular earnings.

13.03 Employees, who have four (4) years of continuous service but less than ten (10) years of continuous service, shall accumulate vacation in an amount equal to six (6%) percent of their regular earnings.

13.04 Employees, who have ten (10) years of continuous service but less than eighteen (18) years of continuous service, shall accumulate vacation in an amount equal to eight (8%) percent of their regular earnings.

13.05 Employees, who have eighteen or more years of continuous service, shall accumulate vacation in an amount equal to ten (10%) percent of their regular earnings.

13.06 The Employer agrees to allow employees to take their annual vacations consecutively, up to a maximum of two (2) weeks, unless otherwise mutually agreed upon.

13.07 **Vacation Scheduling**

The Employer will post a projected vacation entitlement list by March 1st of each year. Employees shall indicate their preferences as to dates within thirty (30) calendar days of the posting of the projected entitlement list. Preferences, by seniority will be tracked on the whiteboard in the production office for all to see.

Employees who fail to indicate their choice of vacations within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.

Subject to reasonable operational requirements, if there is a conflict between employees' preferences in choices of vacation time, seniority shall be the determining factor.

The Employer will post an approved vacation schedule no later than April 15th of each year which, subject to operational requirements, cannot be changed except at the request of the employee. Such requests for change of vacation will not be unreasonably denied by the Employer.

The vacation period for all but maintenance employees shall be June 1st to August 31st, unless otherwise mutually agreed to by the employee and the Employer. Requests for vacation outside this time frame will not be unreasonably denied. Maintenance employees will be allowed to take vacation during this time frame, provided that sufficient maintenance employees are available for the work.

In the event the Employer implements a plant shutdown, employees will be required to take their vacation during the shutdown unless the employee has already made other vacation plans which were previously approved. Such employee will then be allowed to take a layoff.

13.08 If a full-time employee becomes hospitalized due to a serious illness or injury while on vacation, subject to operational requirements employees will then be entitled to reschedule the equivalent number of days following their return to work. The Employer may request proof of hospitalization.

13.09 Vacation pay shall be paid to full-time employees not later than the date preceding the day vacation commences if application has been made to the Employer in writing and two (2) weeks in advance.

13.10 Upon written request of the employee the Employer may grant time off for vacation purposes, to part-time employees, based on the part-time employee's accumulated vacation.

13.11 A part-time employee proceeding to full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the Employer as a part-time employee and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a full-time employee to establish the appropriate accumulation percentage for future vacation entitlement as provided in this article.

13.12 Once every three (3) years, employees will be allowed to carry over up to two (2) weeks vacation to the following year.

13.13 Employees entitled to vacation and who leave their employment, or whose employment is terminated, shall receive a vacation allowance in an amount equal to the amount accumulated on their behalf during the period of employment for which vacation allowance has not been paid.

ARTICLE 14 MANAGEMENT RIGHTS

14.01 The Union recognizes that the Employer retains all the rights, powers and authority in management except those specifically abridged, delegated, granted to others or modified by this Agreement. Without restricting the foregoing, the Employer has the sole and exclusive right to plan, direct and control operations; to determine work and production schedules; to determine the number of personnel required from time to time, services to be performed, and the methods, procedure, and equipment in connection therewith; to maintain order, discipline and efficiency; to direct its work force, to hire, transfer, demote, promote, assign and reassign jobs or duties, layoff or rehire any employee; to discipline, including suspend or discharge any employee for just cause; to reorganize, close or disband any department or section thereof as circumstances may require; to determine the location of its operation and activities; to increase or decrease its working forces, to designate curtailments and cessation of operations; to determine the skills and qualifications necessary to perform the required work; and to make and alter from time to time reasonable rules and regulations not inconsistent with the terms of this Agreement.

14.02 The foregoing management rights shall not be deemed to exclude other functions not specifically covered by this Agreement. The management, therefore, retains all rights not otherwise specifically covered by this Agreement.

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

ARTICLE 15 NOTICE OF LAYOFF/CLOSURE/SEVERANCE PAY

15.01 Notice of Layoff

All employees in the bargaining unit who have completed their probation shall be entitled to one (1) week's notice of a layoff or pay in lieu of such notice. Consistent with past practice, the Employer shall make best efforts to provide more notice where it can.

15.02 Permanent Layoff

The Employer shall notify all employees who are to be affected by the permanent closure of all or any portion of the Employer's operation, or who are to be permanently laid off, three (3) weeks prior to the effective date of such closure/ layoff (or such longer period as may be required by legislation) or shall award pay in lieu thereof.

15.03 Job Loss Assistance

In the event any employees permanently lose their job due to technological change, down sizing or restructuring of the workplace, the Employer shall reasonably cooperate with the Union Training Centre for the purposes of assisting the affected workers.

15.04 In no event will notice of layoff, pay in lieu thereof or severance pay be less than that required by legislation in the Province of Manitoba. Current table below for reference purposes.

| <u>Period of Employment</u> | <u>Notice Period</u> |
|---|-----------------------------|
| At least thirty days but less than one year | One week |
| At least one year and less than three years | Two weeks |
| At least three years and less than five years | Four weeks |
| At least five years and less than ten years | Six weeks |
| At least ten years | Eight weeks |

ARTICLE 16 SALE/MERGER OF BUSINESS

16.01 Sale/Merger of Business

If the Employer sells or merges the business, they shall inform the other person or employer buying or merging with the business that there is an existing Collective Agreement in effect.

ARTICLE 17 PAYMENT FOR MEETING ATTENDANCE

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

17.02 Employees who are required to attend a meeting before or after their assigned working hours shall be paid for the time actually spent at the meeting and, subject to Article 9 Overtime, at the employee's appropriate hourly rate of pay. Where employees are required to attend a meeting not before or after their assigned working hours employees shall be paid for the greater of time actually spent at the meeting or three (3) hours at the employee's appropriate hourly rate.

ARTICLE 18 STRIKES AND LOCKOUTS

18.01 The Union will not, during the term of this Agreement, authorize, promote, direct, condone or encourage any slowdown or other curtailment or restriction of production, or interfere with work in or about the Employer's plant or premises, nor will employees take part in any such actions.

18.02 The Union will not, during the term of this Agreement, authorize, promote, direct, condone or encourage a strike of employees affected by this Agreement, nor will employees take part in any such actions.

18.03 The Company will not, during the term of this Agreement, lock out employees.

ARTICLE 19 UNION REPRESENTATIVE'S VISITS

19.01 Duly authorized full-time representatives of the Union shall be entitled to visit the Employer's premises for the purpose of observing working conditions, interviewing members, and to ensure that the terms of the Collective Agreement are being implemented.

19.02 The full-time Union Representative shall first notify the appropriate management person who is on duty at the time of the visit before proceeding on a visit at the Employer's premises.

19.03 The full-time Union Representative shall interview employees during their meal and/or rest periods, whenever possible. However, if the interview must occur during the employee's working hours, the Employer shall allow said employee up to five (5) minutes of paid time off in order to meet with the full-time Union Representative. Time taken for such interview in excess of five (5) minutes shall be unpaid and shall not be on Employer time unless with the approval of management. When in the plant, the Union Representative shall observe all reasonable rules and regulations.

It is understood and agreed that the Union Representative will have access to the plant without management escort. However, prior to going onto the plant floor the Union Representative will check in with the designated management representative and if required by the Employer in the interests of safety will be accompanied by the Shop Steward while on the plant floor. It is agreed that the Shop Steward will suffer no loss of pay in this event.

19.04 Discussions between the full-time Union Representative and a bargaining unit member shall be held in private so as to not distract other employees. The location of any such meeting shall take place in the lunchroom or another location in the plant as designated by the Employer.

ARTICLE 20 SHOP STEWARDS

20.01 The Employer agrees to recognize all Union Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit. The Employer further recognizes the right of the Shop Stewards to oversee the terms of the Collective Bargaining Agreement being implemented and for the purpose of presenting complaints and/or grievances to the Employer.

20.02 Subject to operational requirements and with the consent of their immediate supervisor, with such consent not to be unreasonably denied, Shop Stewards shall be allowed reasonable time off with pay, during working hours, for the purpose of investigating any grievances or potential grievances.

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

20.04 The Employer will permit one (1) shop steward, fifteen (15) minutes paid time at regular rates to meet with new employees to review and discuss the Collective Agreement and answer any questions new employees may have regarding the Union. Said orientation will take place within thirty (30) days of an employee's start date. This orientation will not interfere with or interrupt services, safety and/or production.

ARTICLE 21 LEAVES OF ABSENCE

21.01 Personal Leave

A leave of absence for personal reasons may be granted without pay to an employee at the discretion of the Employer. Such leave shall not exceed four (4) calendar weeks in a given year unless otherwise agreed to by the Employer. If the leave is for a period of one (1) calendar week or more, a written application must be made by the employee to the Employer and written confirmation of said leave shall be given to the employee involved by the Employer and a copy shall also be given to the Union office. The Employer agrees it will not unreasonably deny such leave.

Once every three (3) years, an employee will be entitled to request a personal leave of absence without pay for up to sixty (60) days. Such request shall not be unreasonably denied. A written application must be made by the employee to the Employer and written confirmation of said leave shall be given to the employee involved by the Employer, and a copy shall also be given to the Union office.

Approved leaves of absence, with or without pay, whether for educational purposes or personal reasons, may be granted to employees by the Employer provided that the leave does not unduly inconvenience the operation.

21.02 Conventions/Conference/Education Leave

Subject to operational requirements, a leave of absence without pay, for the purpose of attending conventions/conferences and/or education seminars, shall be granted to bargaining unit employees by the Employer, upon receiving a written request from the Union. Time off shall not be granted to more than two (2) employees in the same department and on the same shift to a maximum of three (3) employees at any one time unless otherwise mutually agreed to between the Employer and the Union and the duration of any such leave shall not exceed five (5) calendar days per occasion. The Union shall give the Employer written notice not less than fourteen calendar (14) days before the requested leave is to commence. A request for an extension of any such leave of absence must be made prior to the expiration of the leave already granted and shall be considered in relation to existing working conditions.

21.03 Union Leave

Subject to reasonable operational requirements, a leave of absence without pay to attend to Union business shall be granted to an employee. Two (2) weeks' advance notice shall be given to the Employer indicating that such leave is required and unless otherwise agreed to by the Employer no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Employer and the Union.

21.04 **Negotiation Leave**

The Employer agrees to allow a maximum of two (2) employees time off, without pay, for the purpose of attending negotiations for the renewal of the Collective Agreement.

Employees who are on negotiation leave will continue to be paid by the Employer as if they had worked. The Employer will then bill the Union accordingly for the entire cost for lost time, including all benefits, etc.

21.05 **Jury Duty/Jury Selection Leave**

On presentation of court documentation, employees who must serve as a juror or attend jury selection shall be paid the difference between their regular wage and the amount of compensation received from the court, for any actual work day they missed as a result of the jury duty. This procedure shall apply for each day that employees are required to act as jurors, provided that employees report to work if required to do so during regular hours that they are not required to attend court.

21.06 **Witness Leave**

On presentation of court documentation, employees who must serve as a witness on behalf of the Crown or the Employer shall be paid the difference between their regular wage and the amount of compensation received from the court. This procedure shall apply for each day that the employee is required to act as a witness, provided that the employee reports to work if required to do so during regular hours that they are not required to attend court.

21.07 **Bereavement Leave**

- (a) Bereavement leave of up to three (3) non-consecutive days with pay shall be granted for the purpose of allowing employees to grieve due to a death in their immediate family. The term immediate family shall mean: spouse, common law spouse (of the same or opposite sex), parent, child, brother, sister, grandparent and grandchild.
- (b) Bereavement leave of two (2) non-consecutive days with pay shall be granted for the purpose of allowing employees to grieve due a death of their mother-in-law, father-in-law, sister-in-law, and brother-in-law.
- (c) The Employer shall grant one day off, with pay, to allow an employee to attend the funeral of an aunt or an uncle.
- (d) The Employer shall grant one (1) day off, with pay, to any employee who acts as a pallbearer or eulogist at a funeral for persons other than those included in items (a), (b) and (c) above.

- (e) Additional days off with or without pay for other reasons, may be granted by mutual agreement between the Employer and the employee concerned.
- (f) Subject to reasonable operational requirements, employees may choose to take vacation time to extend their bereavement leave.
- (g) Bereavement leave shall be extended by up to two (2) additional work days, with pay, as may be necessitated by reason of travel to attend the funeral, subject to the approval of the Employer, which shall not be unreasonably withheld.
- (h) The employee shall provide the Employer with a copy of the death certificate, obituary or funeral program as soon as reasonable in the circumstances.

21.08 **Maternity Leave**

A female employee, who has completed her probationary period, shall be granted a maternity leave of absence without pay by the Employer consisting of a continuous period of up to seventeen (17) weeks. An employee who wishes to take this leave shall submit to the Employer an application in writing, where possible, at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

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

21.09 **Parental Leave**

(A) **Entitlements**

Every employee

- (a) who,
 - (i) in the case of a female employee, becomes the natural mother of a child,
 - (ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
 - (iii) adopts a child under the law of a province; and

- (b) who has completed seven (7) consecutive months of employment; and
- (c) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

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

(B) Commencement of Leave

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

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

(C) Late Application for Parental Leave

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

21.10 **Reinstatement of Employee**

Employees wishing to return to work after maternity and/or parental leave shall contact the Employer by telephone and meet with the Employer at least two (2) weeks in advance of their return. On return from maternity and/or parental leave, employees shall be placed in their former or comparable classification and shift schedule at the same salary level.

Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to twenty eight (28) weeks subject to the following conditions:

- (a) An employee must have completed thirty (30) days employment as of the intended date of leave unless otherwise agreed to by the Employer;
- (b) An employee must apply in writing one week prior to taking the leave or a shorter period if circumstances warrant; and
- (c) An employee may take no more than two periods of leave totaling no more than twenty eight (28) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

This leave is intended to enable an employee to provide care or support to a seriously ill family member.

For an employee to be eligible for leave, a physician must issue a certificate stating that:

- (d) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - (iii) the family member requires the care or support of one or more family members.

A "family member" for the purpose of this Article shall be defined as spouse, common-law partner, same-sex partner, child, step child, parent, parent's spouse or common-law partner, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild and any other person described as "family member" in the Regulations pursuant to the Employment Standards Code of Manitoba.

An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer forty-eight (48) hours' notice.

At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.

Seniority shall accrue during any period of leave under this Article.

Notwithstanding the notice otherwise required, if the death of a family member occurs during this period of leave, the employee shall revert to Bereavement Leave as outlined in this Collective Agreement.

21.12 Family Responsibility Leave

Subject to operational requirements, the Employer shall make reasonable efforts to accommodate employees who have personal responsibilities (e.g. medical, dental or school appointment for themselves or members of their immediate family such that they are required to attend). If employees require time for family responsibilities that cannot reasonably be scheduled outside their regular working hours, employees shall be granted up to five (5) days per year, without pay, to attend to their family responsibilities. Employees will give as much notice as possible of the events or appointments. Requests for such leave will not be unreasonably denied.

21.13 Leave Authorization

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

ARTICLE 22 SENIORITY

22.01 Seniority shall be defined as the length of continuous service with the Employer within the bargaining unit.

22.02 Seniority shall accumulate during all paid and unpaid authorized leaves of absence, during all layoffs of up to twelve (12) months, and during all periods of sickness and/or injury.

22.03 Employees shall cease to have seniority and their employment status with the Employer shall be terminated for all purposes if the employee:

- (a) is duly discharged by the Employer and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b) voluntarily quits or resigns;
- (c) is laid off for more than twelve (12) months;
- (d) is recalled back to work after a layoff and does not return to work within two (2) weeks of receiving a registered letter to their last known address advising of the recall;
- (e) is absent from work without a written leave of absence for more than three (3) consecutive working days unless a reason satisfactory to the Employer is given by the employee;

- (f) fails to return to work on the completion of an authorized leave of absence unless a reason satisfactory to the Employer is given by the employee.

22.04 Seniority bargaining unit wide shall be the governing factor in all matters of demotion, layoff, recall after layoff and reduction to part-time, providing the employee has the immediate ability to perform the normal requirements of the job, as determined by the Employer. The Employer, in determining ability, agrees to be fair and reasonable.

Seniority within the department firstly, then bargaining unit wide shall be the governing factor in all matters of promotion, awarding of a new position or vacant position, and relieving another employee in a higher or equally paying classification, providing the employee has the immediate ability to perform the normal requirements of the job, as determined by the Employer. The Employer, in determining ability, agrees to be fair and reasonable.

22.05 The Employer shall provide the Union **every four (4) weeks**, with an up-to-date seniority list of all employees covered under the terms of the Collective Agreement. **The list for the Union in Excel format will be emailed and contain all current information on employees, address, phone number, email, position, rates of pay, any employees on leave and what leave they are on.** An up-to-date seniority list consisting of name and seniority only shall be posted in January and July of each calendar year on the bulletin board located on the Employer's premises, and Shop Stewards shall be entitled to make copies.

22.06 Employees within the bargaining unit, who accept a position with the Employer which places them outside of the bargaining unit, shall continue to accumulate seniority for the purpose of this Agreement, for a period of six (6) calendar months. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the six (6) month period if they so choose. The Employer shall also have the right to return said employees to their former job at any time during the six (6) month period if it chooses. Employees who remain outside of the bargaining unit for a period in excess of six (6) calendar months shall be allowed to retain but not accumulate seniority for a further six (6) months.

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

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

22.09 To be eligible for recall, employees must file their name and current address with the Employer at the time of layoff.

22.10 The Employer may from time to time allocate additional work to bargaining unit employees as it sees fit and on a discretionary basis. The type of work contemplated is work that would not be done in the normal course by bargaining unit employees and in many cases could otherwise be done by contractors (such as painting, sweeping, checking of freezing belts, cleaning of fire tubes, etc.). Such additional work will be publicised as circumstances permit so as to allow those interested to apply. The Employer has sole discretion on who will perform the work but will take into account such things as seniority, ability and cost.

22.11 **Departments**

Current departments are:

- 1) Production
- 2) Packing
- 3) Maintenance
- 4) Shipping
- 5) Sanitation

ARTICLE 23 JOB POSTING

23.01 With respect to any new positions or vacancies to be filled, notice shall be posted in places accessible to all employees within seven (7) days of the vacancy occurring, for a period of three (3) working days. The notice shall set out the qualifications, classification, shift(s) to be worked and the effective date of the position. Employees will be required to complete the sign-up sheet in order to apply for any of the vacancies.

 The position will be awarded within seven (7) calendar days following the end of the posting period and the Union will be notified electronically of the successful applicant filling the new position or vacancy, within a further seven (7) calendar days.

 At the same time as it is advised of the successful applicant, the Union will also receive a copy of the posting, and be notified as to who applied for the position or vacancy.

 In the event that the selected employee either rejects the posting or is not successful during the probationary period, the posting will be offered to the next highest ranking employee who applied providing that employee has the immediate ability to perform the normal requirements of the job, as determined by the Employer. The Employer, in determining ability, agrees to be fair and reasonable.

ARTICLE 24 TECHNOLOGICAL CHANGE

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

In the event of a technological change occurring during the life of this Agreement which shall displace or adversely affect a significant number of employees in the bargaining unit:

- (a) The Employer shall notify the Union at least ninety (90) days before the introduction of the technological change (and consistent with past practice, as much notice as possible), and provide the Union with the nature of the technological change, date of technological change, approximate number of employees likely to be affected and the effect of the technological change in the bargaining unit.
- (b) The Employer and the Union will meet as soon as possible prior to the intended date of implementation of the technological change, for the purpose of negotiating reasonable provisions to protect the interests of the employees affected.
- (c) The Employer shall make reasonable efforts to assist employees to adjust to the effects of the technological change. The Employer agrees to make reasonable efforts to transfer displaced employees to other positions, where possible. The Union shall cooperate in this adjustment process, including encouraging retraining where necessary.

24.02 Article 24.01 is intended to assist employees affected by any technological change and accordingly The Labour Relations Act of Manitoba (Technological Change Sections 83, 84 and 85) do not apply during the term of this Collective Agreement.

ARTICLE 25 SAFETY AND HEALTH

25.01 A Safety and Health Committee, as per The Workplace Safety & Health Act shall be established to examine all aspects of safety and health in the workplace. The Safety and Health Committee shall be comprised of four (4) persons, consisting of two (2) persons who shall be appointed by the Union and two (2) who shall be appointed by the Employer. The full-time Union Representative may also attend these meetings from time to time. Other persons may be brought in as guests with the mutual consent of the parties.

25.02 Time spent during regular working hours shall be considered time worked during the Safety and Health Committee meetings and safety inspections. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office shall also be mailed a copy of these minutes. The chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

25.03 The Employer agrees to provide time off, with pay, to a maximum of sixteen (16) hours per year per employee for the purpose of allowing members of the Safety and Health Committee to attend safety and health seminars, and courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union.

- 25.04
- (a) In situations where an employee believes that a safety and/or health hazard exists, employees shall first report their concerns to their supervisor for correction, and then, if necessary, to the joint Safety and Health Committee.
 - (b) If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that a safety and/or health hazard exists, the employee shall be entitled to refuse to perform that particular job function until such time as a person from the appropriate government agency dealing with safety and health matters has come to the Employer's premises to inspect the concerns firsthand.
 - (c) During this time period and provided other work is available and required, employees shall be assigned to perform other job functions that they are capable of doing and shall continue to receive full pay even though they are refusing to perform that particular job function.

25.05 The Employer shall continue to provide a staff room and washrooms for employees.

25.06 Subject to availability, employees in the bargaining unit shall be provided with lockers on the basis of seniority.

25.07 The Employer agrees to provide adequate first aid supplies within the Employer's operations and, as well, the Employer agrees to supply and install an eyewash station.

25.08 The Employer agrees to continue to provide a microwave oven, fridge, and space for a coffee machine and vending machine(s). The parties agree to keep the lunch room and equipment clean.

ARTICLE 26 **WAGES**

26.01 The minimum hourly rate of pay for all employees covered by this Agreement shall be as contained in Appendix "B" of this Agreement, provided that where an individual employee's hourly rate is higher, such hourly rate shall not be reduced by reason of this Agreement.

26.02 Rates of pay for any new classification that may be established by the Employer and which come within the scope of this Agreement shall be the subject of negotiations, and the Employer shall have the right to temporarily establish an hourly rate to be paid until the regular hourly rate of pay for this new classification has been agreed upon. If the Employer and the Union cannot reach an Agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The Employer and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the Employer and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

26.03 Except in exceptional circumstances, employees shall be paid every second Thursday, by direct deposit, even during weeks in which a general holiday occurs, to the financial institution of the employee's choice.

ARTICLE 27 **COURT'S DECISION**

27.01 In the event that any sections or portions of this Agreement are determined to be improper or invalid by a court of law or labour board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

ARTICLE 28 **DISCIPLINE/DISCHARGE**

28.01 A full-time Union Representative and/or Shop Steward or, in the absence of a Shop Steward, another employee in the bargaining unit from within the unit, shall be present when a member of the bargaining unit:

- (1) is given any reprimand (verbal or written) which is to be entered on the employee's personnel file;
- (2) is suspended or discharged.

 In unusual circumstances, where it is necessary for the Employer to advise an employee by registered mail of discharge, the Union office will be sent a copy of such notice by email, regular mail and/or fax. In these cases, absence of a full-time Union Representative, Shop Steward or another employee shall not invalidate the discipline or discharge.

28.02 The affected employee shall be given a copy of any disciplinary/discharge notice which is to be entered on the employee's personnel file. In all cases of reprimand, suspension or discharge the Employer shall notify the affected employee, and a Shop Steward in writing of reasons for taking such action. The notice of discipline or discharge shall be given to the affected employee and a Shop Steward as soon as possible following the event, and a copy of the notice shall be faxed or e-mailed to the Union office within twenty-four (24) hours of it being given to the affected employee and the Shop Steward.

28.03 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.

28.04 All disciplinary meetings shall be held in private.

ARTICLE 29 **ADJUSTMENT OF GRIEVANCES**

29.01 A grievance shall be defined as any dispute arising out of the interpretation, application or alleged violation of the Agreement.

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

29.03 All grievances must be submitted in writing.

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

STEP 1: By a discussion between the employee and, Shop Steward and/or the Union Representative, with the employee's immediate supervisor or their designated appointee. The opposite party shall reply to the grievance in writing within fourteen (14) calendar days. If a satisfactory settlement has not been reached, the grieving party may proceed to Step 2.

STEP 2: The Union Representative or Representatives may take the matter up with the person designated by the Employer to handle Labour Relation matters or vice versa. If the matter is not taken up within fourteen (14) calendar days of the date the written reply to the grievance in Step 1 was received, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

29.05 If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision, from either party, but not thereafter, the matter may then be referred to an arbitrator, selected in accordance with Article 30.

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

29.07 It is agreed by the Union and the Employer that an earnest effort shall be made to settle grievances fairly and equitably in the above manner; however, nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the grievance procedures without prejudice to their respective positions.

29.08 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the Employer may submit the grievance directly to Step 2.

ARTICLE 30 SELECTION OF AN ARBITRATOR

30.01 If the Union and the Employer cannot reach a satisfactory settlement, the grievance shall be submitted to an arbitrator. The following will be used on a rotating basis:

- (a) Gavin Wood
- (b) Diane Jones, Q.C.
- (c) Blair Graham Q.C.

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

The arbitrator shall not be deemed to be willing to act unless they are in the position to convene the hearing within twenty-eight (28) calendar days from their selection. In the event none of the above named arbitrators is willing to convene a hearing within twenty-eight (28) calendar days, the Manitoba Labour Board will be requested to appoint an arbitrator who is willing to convene a hearing within twenty-eight (28) calendar days.

The decision of the arbitrator shall be given within a period of twenty-eight (28) calendar days after the closing of the arbitration hearing, or such other length of time as may be mutually agreed.

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, arbitrators shall be governed by the provisions of this Agreement.

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 shall be binding and enforceable on all parties involved.

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

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

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

ARTICLE 31 **BULLETIN BOARDS/ DECALS**

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

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

ARTICLE 32 **HEALTH AND WELFARE BENEFITS REFERRAL**

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

ARTICLE 33 **LABOUR/MANAGEMENT RELATIONS**

33.01 A Labour/Management Relations Committee shall be established. Said committee shall include three (3) representatives appointed by the Union and three (3) representatives appointed by the Employer. The committee shall meet quarterly and as arranged by the parties (so as to reasonably accommodate the availability of the committee members) for the purpose of discussing matters of mutual concern. Time spent during regular working hours at such meetings shall be considered time worked. Representatives appointed by the Union shall be required to attend such meetings taking place during regular hours as they would be required to attend work on any regular working day. The committee shall not have jurisdiction to deal with wages, any issues subject to collective bargaining, and the administration of this Agreement.

33.02 The chairperson of the committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between the Union representatives on the committee and the Employer. Minutes of all meetings that occur shall be kept by the applicable chairperson, and shall be given to each member of the committee and the Union office. A copy shall also be posted on the bulletin board for all employees to review.

ARTICLE 34 **TRANSPORTATION FOR EMPLOYEES OUTSIDE BUS SERVICE**

34.01 Where the place of residence of the employee is within the city of Winnipeg perimeter highway, employees whose starting or quitting times fall between 12:00 midnight and 6:00 a.m., the Employer shall provide to the employee, at the expense of the Employer, adequate transportation to the place of residence from the place of employment.

ARTICLE 35 WORKERS COMPENSATION BENEFITS

35.01 Reporting Workplace Injury or Illness

Employees suffering a workplace illness or injury shall complete the designated reporting form which shall be readily available in the workplace. If the workplace injury or illness requires treatment by a healthcare professional, the employee shall inform Human Resources as soon as possible and in any event within no more than twenty-four (24) hours of receiving the treatment (whether they are required to take time off work or not) so a report of the accident/illness can be filed with the Workers Compensation Board. Any information required by the Workers Compensation Board from the Employer shall be provided within a reasonable period of time.

35.02 The Employer agrees to pay any employee injured during a shift for the balance of the employee's scheduled shift, providing the employee files a Workers Compensation claim which is accepted and a medical certificate from a duly qualified medical practitioner.

ARTICLE 36 HARASSMENT/ABUSE

36.01 The Employer's No Harassment/Abuse Policy is as contained in Appendix "C" of this Collective Agreement. The policy will be posted in a prominent location with a copy of same remitted to employees covered by this Agreement. The Workplace Health and Safety Committee will review the policy on an annual basis to ensure compliance with Workplace Health and Safety and Human Rights legislation in the Province of Manitoba. In the event changes to the policy are necessary, the changed policy will be given to each employee and the Union representative and a copy will be posted in the workplace.

ARTICLE 37 UNIFORMS AND PROTECTIVE CLOTHING

37.01 The Employer will continue its present practice of supplying employees with sufficient uniforms to be worn during working hours.

37.02 The Employer will continue its present practice of providing freezer coats to employees whose work requires them.

37.03 If a uniform becomes damaged through normal wear and tear, or will no longer come clean after washing, the Employer will replace it.

37.04 Safety Boots

Employees required by the Employer to wear safety boots in the workplace will be provided with safety boots.

ARTICLE 38 **PAST PRACTICES/BENEFITS**

38.01 The Employer shall not take away, restrict and/or reduce the following past practices and/or benefits that have been available to employees unless otherwise agreed to by the Union:

Free parking (with plugs as available)

A Christmas bonus of one hundred (\$100.00) dollars (subject to deductions) to each employee on a cheque that is separate and apart from their normal earnings

Rubber boots where required by the Employer

ARTICLE 39 **CROSS TRAINING**

39.01 The Employer and the Union agree that it is mutually beneficial to have employees take advantage of training programs and learn additional jobs required in the workplace. Therefore, taking into account the needs of the business, the Employer will make best efforts to provide cross training opportunities for employees to learn such additional jobs.

The Employer will post a sign up list of cross training opportunities as far in advance of such opportunities as is reasonable in the circumstances.

Interested employees will indicate their willingness, in writing, to learn such additional jobs.

The Employer retains discretion on what training to offer, and to whom, but will where it sees it as reasonable give senior employees priority.

The Employer will advise the Union of ongoing cross training opportunities.

ARTICLE 40 **APPENDICES AND LETTERS OF UNDERSTANDING**

40.01 The Employer agrees that all Appendices and Letters of Understanding that are attached to the end of this Agreement shall be considered as forming part of the Collective Agreement for all purposes except as otherwise specified in the letter or appendix itself.

ARTICLE 41 EXPIRATION AND RENEWAL

41.01 This Agreement shall be in effect from **October 1, 2021** and shall remain in effect until October 1, **2025**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

41.02 When the required notice for termination or revision is given by either party, negotiations in connection with same shall be started as soon as reasonably possible.

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

SIGNED THIS DAY OF , 2021.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Preamble

A-1.01 With the exception of A-3, A-4 and A-6 the following health and welfare benefits shall be arranged for by the Employer for full time employees only and shall be subject to the terms and conditions of their master policies and contracts in force. With the exception of Group Retirement Savings Plan benefits, dental plan or pension plan, the Employer shall have the right to make arrangements for the replacement of such benefits provided that benefit levels are maintained or improved

A-1.02 The Employer shall supply the Union with a current copy of the plan text and summary pamphlets (or similar documents) for all of the health and welfare benefits. The Employer shall supply each employee with such information, with new employees receiving this as they become eligible to receive these benefits. As updated information is provided by the insurer, it shall be passed on by the Employer to the Union and the employee.

A-1.03 Each eligible employee shall pay \$3.98, effective the first full pay period following ratification, per bi-weekly pay period (\$103.48 dollars for the calendar year) towards the premium costs of health and welfare benefits referred to in this Appendix. The Employer shall pay the balance of the premium costs of all health and welfare benefits referred to in this Appendix as they are at date of ratification.

Any increases to the cost of premiums during the life of this Agreement shall be paid one hundred (100%) percent by the Employees. Prior to any increase, the Union and the Employer will meet to discuss the increases. The employees will have the option by vote of the membership if they want to pay the increases in the benefits or decrease benefits respectively.

Should there be a decrease in the cost of premiums the parties will meet to discuss what can be done with the excess premiums currently being paid by both parties.

A-1.04 A general description of the health and welfare benefits, terms and conditions, subject to the terms and conditions of the master policies and contracts in force shall be as listed below.

A-1.05 If an employee is required to bring a doctor's note for any absence due to illness or injury the employee must be informed prior to their return to work.

A-1.06 The Employer will pay for all medical examinations required by government rules and/or regulations or which are required by the Employer.

A-1.07 Except as provided elsewhere in Appendix “A”, the Employer agrees to continue to provide the benefits as outlined in Group Policy Number 321164 which includes Long Term Disability, Life Insurance, Accidental Death and Dismemberment Benefits and Health Insurance with deductible of \$25.00 per individual and \$50.00 per family.

A-2 Short Term Disability Insurance

A-2.01 The employee’s short term disability benefits will be paid from the first (1st) day of accident and fourth (4th) day of illness in an amount of sixty-six point seven (66.7%) percent of the employee’s regular hourly rate of pay.

A-2.02 Except as provided elsewhere in Appendix “A”, the Employer agrees to continue to provide the benefits as outlined in Group Policy Number 321164.

A-3 Group Retirement Savings Plan Benefits

A-3.01 The Employer shall provide for and administer payroll deductions for any employee who wishes to participate in the United Food and Commercial Workers Union, Local No. 832, Group Retirement Savings Plan.

A-4 Dental Benefits

A-4.01 Effective, **January 1, 2022** the Employer shall make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of **thirty-seven cents (37¢) (effective January 1, 2025, forty (40¢) cents)** per hour for each hour of actual work in respect to all employees in the bargaining unit. Contributions shall include time taken off work for weekly indemnity benefits, vacations, general holidays and any paid leave of absence, up to a maximum of the basic work week.

A-4.02 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-4.03 The Employer shall comply with all requests of the Board of Trustees in regards to the entry into the Plan and shall abide by all the rules and decisions of the Board of Trustees as decided from time to time.

A-5 Vision Care Benefits

A-5.01 All full time employees who have completed their probationary period shall be entitled to vision care benefits for themselves and their eligible dependants. Effective July 1st 2019, the Employer will reimburse of up to \$400 every two years based on current cycle of July 1, 2019 (pro-rated on service within that cycle).

A-6 Pension Benefits

A-6.01 The Employer shall make a direct contribution to the Canadian Commercial Workers Industry Pension Plan of twenty-one (21¢) cents per hour for each hour of actual work in respect to all employees in the bargaining unit. Contributions shall include time taken off work for weekly indemnity benefits, vacations, general holidays and any paid leave of absence, up to a maximum of the basic work week.

A-6.02 The Employer shall sign a "Participation Agreement" and shall supply any other documents, forms, reports or information required by the Trustees of the Pension Plan. The Employer shall abide by all the rules and decisions of the Board of Trustees as decided from time to time.

A-6.03 Contributions, along with a list of the employees for whom they have been made, the amount of the weekly contribution for each employee and the number of hours worked and/or paid shall be forwarded to the Plan by the Employer within twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer shall pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

APPENDIX “B”

NALEWAY – WAGES

| | Current | Oct 1, 2021 | Sept 4, 2022 | April 1, 2023 | Oct 1, 2023 | Oct 1, 2024 |
|---------------------------|---------|----------------|-----------------|------------------|----------------|----------------|
| | | 2.00% | 1.75% | | 1.75% | 2.25% |
| Shipping/Receiving | | | | | | |
| Start | \$16.59 | \$16.92 | \$17.80 | \$17.80 | \$18.11 | \$18.52 |
| 1 Year | \$17.77 | \$18.13 | \$19.02 | \$19.02 | \$19.35 | \$19.79 |
| 2 Years | \$18.94 | \$19.32 | \$20.24 | \$20.24 | \$20.59 | \$21.06 |

| | | | | | | |
|-----------------------|---------|---------|---------|---------|----------------|----------------|
| Shipper Helper | | | | | | |
| Start | \$13.68 | \$13.95 | \$14.78 | \$14.78 | \$15.30 | \$15.64 |
| 1 Year | \$15.15 | \$15.45 | \$16.30 | \$16.30 | \$16.85 | \$17.23 |

| | | | | | | |
|--------------------|---------|---------|---------|---------|---------|---------|
| Maintenance | | | | | | |
| Start | \$25.65 | \$26.16 | \$27.20 | \$27.20 | \$27.68 | \$28.30 |
| 1 Year | \$26.25 | \$26.78 | \$27.82 | \$27.82 | \$28.31 | \$28.94 |
| 2 Years | \$27.13 | \$27.67 | \$28.74 | \$28.74 | \$29.24 | \$29.90 |
| 3 Years | \$28.45 | \$29.02 | \$30.11 | \$30.11 | \$30.64 | \$31.33 |

| | | | | | | |
|------------------------|---------|---------|---------|---------|---------|---------|
| Lead/Sanitation | | | | | | |
| Start | \$18.61 | \$18.98 | \$19.89 | \$19.89 | \$20.24 | \$20.69 |
| 1 Year | \$19.49 | \$19.88 | \$20.81 | \$20.81 | \$21.17 | \$21.65 |
| 2 Years | \$20.65 | \$21.06 | \$22.01 | \$22.01 | \$22.40 | \$22.90 |

| | | | | | | |
|--------------------------------|---------|---------|---------|---------|----------------|----------------|
| Production 3/Sanitation | | | | | | |
| Start | \$15.72 | \$16.03 | \$16.90 | \$16.90 | \$18.60 | \$19.02 |
| 1 Year | \$16.32 | \$16.65 | \$17.52 | \$17.52 | \$18.74 | \$19.16 |
| 2 Years | \$16.89 | \$17.23 | \$18.11 | \$18.11 | \$18.94 | \$19.37 |
| 3 Years | \$17.47 | \$17.82 | \$18.71 | \$18.71 | \$19.04 | \$19.47 |

| | | | | | | |
|--------------------------------|---------|---------|---------|---------|----------------|----------------|
| Production 2/Sanitation | | | | | | |
| Start | \$14.55 | \$14.84 | \$15.68 | \$15.68 | \$16.30 | \$16.67 |
| 1 Year | \$15.02 | \$15.32 | \$16.17 | \$16.17 | \$16.80 | \$17.18 |
| 2 Years | \$15.43 | \$15.74 | \$16.59 | \$16.59 | \$17.23 | \$17.62 |

| | | | | | | |
|--------------------------------|---------|---------|---------|---------|----------------|----------------|
| Production 1/Sanitation | | | | | | |
| Start | \$13.39 | \$13.66 | \$14.48 | \$14.48 | \$15.80 | \$16.16 |
| 1 Year | \$13.98 | \$14.26 | \$15.09 | \$15.09 | \$15.80 | \$16.16 |

| | | | | | | |
|----------------|---------|---------|---------|----------------|----------------|----------------|
| Packing | | | | | | |
| Start | \$12.45 | \$12.70 | \$13.50 | \$14.15 | \$15.30 | \$15.64 |

B-2 Night Shift Premium

Employees who are required to work the majority of their hours on a shift between 11:00 p.m. and 7:00 a.m. the following day shall be paid a night shift premium in addition to their regular hourly rate of pay in the amount of **fifty (50¢)** cents per hour for each such hour and portion of an hour worked. Night shift premium pay shall not be added to an employee's hourly rate of pay for the purpose of computing overtime.

B-3 Length of service for the purpose of pay bands shall be determined by length of service in a classification.

B-4 Upon being raised to a higher classification, an employee will be placed at the next highest pay band to the employee's current rate, and will remain there until their length of time in the classification allows them to move to the next pay band.

B-5 The Union and the Company shall meet from time to time at the request of either party for the purpose of establishing the current classification and rate of pay for existing employees.

B-6 **Production 2 Premium**

One dollar and sixteen cents (\$1.16) per hour premium will be paid to all P2s who are trained on all of the Rademaker, Mixing, Spice Making, and Mash Line, and are rotating amongst these positions, able to perform efficiently and without supervision. P2s who are not in the rotation for whatever reason (e.g. lack of task knowledge, choose not to participate, awaiting a rotating position to open up, etc.) will not have their wage affected by this.

Employees who earn higher than the rate with the premium will not make this premium.

APPENDIX "C"

HARASSMENT POLICY

Naleway Foods Ltd. is committed to providing a safe and respectful work environment for all staff. No one, whether a manager, an employee, a contractor, or a member of the public, has to put up with harassment for any reason, at any time. Also, no one has the right to harass anyone at work or in any employment situation. This policy is one way to ensure our workplace is a comfortable place for all employees and suppliers.

HARASSMENT IS AGAINST THE LAW

The Workplace Safety and Health Regulation, M.R.217/2006, and The Human Rights Code require the Employer to ensure our workplace is free from harassment. All employees have a right to live and work without being harassed. If you are harassed, you can do something about it. This policy outlines what to do if you are harassed at work, or if you, as a manager or employee, become aware of any harassment.

DEFINITIONS

- (a) "Harassment" means any objectionable conduct, comment or display directed at an employee, made on his basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, source of income, political belief, political association, political activity, disability, physical size or weight, age, nationality, ancestry or place of origin, and creates a risk to the health of the employee. Harassment is any behavior that degrades, demeans, humiliates, or embarrasses a person, and that a reasonable person should have known would be unwelcome. It includes actions (e.g. touching, pushing), comments (e.g. jokes, name calling) or displays (e.g. posters, cartoons). Harassment also includes "bullying" which may involve severe, repeated conduct that adversely affects a worker's psychological or physical well-being if it could reasonably cause a worker to be humiliated or intimidated. A single occurrence, if it is shown to have a lasting, harmful effect on a worker could be constituted as "bullying".
- (b) Harassment can take place in the workplace or outside if it's in a situation connected to work, such as during delivery trips, off-site meetings, or business trips. Harassment will not be tolerated in any work place or at any work event.
- (c) "Sexual harassment" includes offensive or humiliating behaviors based on a person's sex; behavior of a sexual nature that creates an intimidating, hostile or poisoned work environment; or behavior that could reasonably be thought to put sexual conditions on a person's job or job opportunities. A few examples are questions and discussions about a person's sexual life; persisting in asking for a date after having been refused; or writing sexually suggestive letters or notes. Sexual harassment often occurs where there is unequal power between the people involved.

- (d) Harassment includes abuse of authority which means a person's improper use of power and authority inherent in the position held to endanger another individual's job, undermine the performance of that job, threaten the economic livelihood of that individual, or in any way interfere with or influence the career of such an individual. It includes such acts or misuses of power as intimidation, threats, blackmail or coercion. Abuse of authority also includes the favouring of one (1) individual to the disadvantage of another. It should be noted, however, that this does not restrict the authority of those charged with managerial responsibilities in areas such as counseling, performance appraisal, staff relations and the implementation of disciplinary actions. Reasonable conduct of a manager or supervisor in respect of the management and direction of workers or the workplace is not harassment.

WHAT DOES NOT CONSTITUTE HARASSMENT

Consensual banter or romantic relationships where the people involved consent to what is happening, is not harassment. Appropriate performance reviews, counseling or discipline by a supervisor or manager, is not harassment.

EMPLOYEES' RIGHTS AND RESPONSIBILITIES

- (a) Employees are entitled to work free of harassment at Naleway Foods
- (b) Employees have the responsibility to treat each other with respect and to speak up, if they or others are being harassed. All employees have the responsibility to report harassment to the appropriate person at Naleway Foods
- (c) Employees have the right to file a complaint and to obtain a review of their complaint without fear of embarrassment or reprisal
- (d) Employees have the right to be represented and accompanied by a person of their choice during the interviews related to their complaint
- (e) Employees have the right to be kept informed throughout the process
- (f) Employees have the right to file a complaint with the Manitoba Human Rights Commission

EMPLOYERS' RESPONSIBILITIES

- (a) Management must ensure, as much as is reasonably practical, that no employee is subject to harassment in the workplace.
- (b) Management will take corrective action with anyone under their direction who subjects an employee to harassment.
- (c) Management will not disclose the blame of a complainant or an alleged harasser or the circumstances of the complaint to anyone except where disclosure is:
 - Necessary to investigate the complaint or take corrective action
 - Required by law
- (d) The harassment prevention policy at Naleway Foods is not intended to discourage or prevent complainants from exercising other legal rights under any other law.
- (e) The Employer, its managers and supervisors are responsible for creating a safe work environment, free of harassment. All management is responsible for stopping harassment. If you become aware of harassment in your work area, or elsewhere in the workplace, you must do everything you can to stop it, whether or not a complaint has been made. Courts may impose penalties on employers and managers, even if they aren't actually involved in or aware of the harassment but should have known about it. Managers who ignore harassment may face legal consequences, and will be disciplined by the Employer.

RIGHTS AND RESPONSIBILITIES OF PERSON COMPLAINED AGAINST

The person against whom a complaint has been lodged is entitled:

- (a) to be informed immediately that a complaint has been filed;
- (b) to be presented with a written statement of allegations and to be afforded the opportunity to respond to them;
- (c) to be represented and accompanied by a person of their choice during the interviews related to the complaint;
- (d) to receive fair treatment; and
- (e) to be kept informed throughout the process.

PROCEDURES APPLYING TO COMPLAINTS OF HARASSMENT

- (a) If you are being harassed, the first thing to do is tell the person harassing you to stop, if you feel comfortable doing that. You can do this in person or in writing.
- (b) If you feel unable to deal with him/ her directly, you can speak to your supervisor or Manager or designate or the Union.
- (c) There may be an informal way to address your complaint. You may have the supervisor help you speak to the harasser or you may also ask the Manager to arrange for mediation – where a neutral third party helps the people involved reach a solution acceptable to each of them.
- (d) If the informal route does not succeed or is not appropriate, the Employer supports its employees in filing a formal complaint. It will be investigated by an independent party (either within the organization or outside of it) trained to investigate such matters. The complaint will be investigated thoroughly and promptly.
- (e) Once the investigation is complete, the investigator will prepare a written report for the Employer. The Employer will then inform the person who filed the complaint and the harasser of any disciplinary action or remedies, which will be implemented as soon as possible.

CORRECTIVE ACTION FOR HARASSERS

Employees who harass another person will be subject to one or more of the following forms of corrective action depending on the outcome of the investigation, the nature and severity of the harassment, the record of the harasser, operational requirements, and any such other factors as may be relevant:

- (a) disciplinary action against the harasser;
- (b) counselling, training and close supervision of the harasser;
- (c) separation of the harasser and harassee through transfer of the former. Upon their own request, the harassee may be transferred to effect the permanent separation;
- (d) employee assistance services for the harassee or the harasser or both;
- (e) awareness sessions, training or counselling for supervisors and/or other employees;
- (f) directed changes to relationship practices or styles in the workplace;
- (g) disciplinary action against or performance counselling of a supervisor or manager who was aware of but failed to act on the harassment; and

- (h) other such measures as may be needed to establish or re-establish a positive, productive work environment, or to correct knowledge, attitudinal or systemic deficiencies which have hindered the development of such an environment.

If the investigation does not find evidence to support the complaint, there will be no documentation about it in the file of the alleged harasser. When the investigation reveals harassment occurred, the incident and the corrective action will be recorded in the harasser's personnel file.

CONFIDENTIALITY

The Employer will not disclose a complainant's or alleged harasser's name or any circumstances about a complaint, to anyone, except where necessary to investigate the complaint; take disciplinary action; or where required by law. Managers involved in a complaint are reminded to keep all information confidential, except in the above circumstances.

RETALIATION

Anyone who retaliates in any way against a person who has complained of harassment, given evidence in a harassment investigation, or been found guilty of harassment, will be considered to have committed harassment and be penalized accordingly. The possible corrective actions are the same as those previously noted.

EDUCATION

The Employer commits to continuing the education of all its employees and Management about this policy and harassment in general.

MONITORING

The Employer, in consultation with the Workplace Safety & Health Committee, will monitor this policy and make adjustments where necessary.

If you have any concerns with this policy, please bring them to the attention of the Plant Manager.

LETTER OF UNDERSTANDING

BETWEEN:

NALEWAY FOODS LTD., in the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

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

1. Attendance Incentive Plan

The parties agree that the attendance bonus implemented by the Employer has proven effective in having employees attend work on a regular basis. The Employer, as long as it considers it viable, will provide the following attendance incentive.

Absenteeism is the failure to attend work as required, for regular or required overtime work, for any reason whatsoever, and is anything other than pre-approved time off (Example: vacation, pre-approved leave of absence). Absenteeism includes being late for work or leaving early unless the Employer has pre-approved the time off.

- Night Incentive: Employees, other than maintenance, who work the night shift where the majority of their hours fall between the hours of 11 P.M. and 7 A.M., with 100% attendance (i.e. no absenteeism) for the previous two (2) week pay period will receive a seventy-five (\$0.75) cent per hour incentive for all hours worked in the previous pay period.
- Evening Incentive: Employees, other than maintenance, who work the evening shift where the majority of their hours fall between the hours of 3 P.M. and 11 P.M., with 100% attendance (i.e. no absenteeism) for the previous two (2) week pay period will receive a twenty-five (\$0.25) cent per hour incentive for all hours worked in the previous pay period.

- Saturday/Sunday Incentive: Employees, including maintenance but excluding employees receiving night incentive or evening incentive, who work Saturday and Sunday as part of their regular shift, with 100% attendance (i.e. no absenteeism) for the previous two (2) week pay period will receive a twenty-five (\$0.25) cent per hour incentive for all hours worked on Saturday and Sunday in the previous pay period.
- These incentive payments will not be paid on overtime hours and will not be added to an employee's hourly rate of pay for purpose of computing overtime.
- Any incentive will be in addition to the normal forty (\$0.40) cent per hour shift premium that may be payable under the Collective Agreement.

The Employer agrees to notify the Union, in writing, three (3) months in advance of the Attendance Incentive Plan being discontinued.

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

SIGNED THIS DAY OF , 2021.

FOR THE UNION:

FOR THE EMPLOYER:

EXHIBIT ONE


TO: THE NEW OR REHIRED EMPLOYEE:

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

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

“The Employer agrees to deduct from the wages of each employee, such weekly Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Company to 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 written statement of the names, Social Insurance Numbers and addresses of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque, with the names of employees and name change of employees.”

Please complete a Membership Application (sample below) immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office (1412 Portage Avenue, Winnipeg MB R3G 0V5) within 10 calendar days of your hire or rehire date.

| | | | | | | |
|---|--------------------|---|---|--|--|---|
| MEMBERSHIP APPLICATION  LOCAL 832 | | United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada | | | CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION | |
| LAST NAME | FIRST NAME | INITIAL | GENDER | DATE OF BIRTH (D/M/Y) | INSURANCE NO. | |
| MAILING ADDRESS | | CITY | PROVINCE | POSTAL CODE | HOME PHONE | I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree) |
| PREFERRED LANGUAGE | E-MAIL ADDRESS | | DATE OF HIKE (D/M/Y) | | | |
| COMPANY NAME | LOCAL NO./LOCATION | | DEPARTMENT/NO. | | | |
| CLASSIFICATION | PLOT NO. | | FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> | | CASUAL <input type="checkbox"/> OTHER <input type="checkbox"/> | |
| Thereby, my application for membership in the United Food & Commercial Workers International Union and with the above statements are true. I agree that all monies paid by me shall be for the handling of grievances and other matters relating to my employment. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has committed to third parties that receive personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties. | | | | | | |
| APPLICANT'S SIGNATURE | | DATE SIGNED | | LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE: | | |