

**RW CONSUMER
PRODUCTS LTD.**

FROM: October 1, 2023
TO: September 30, 2027

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



RW CONSUMER PRODUCTS LTD.

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EXPIRY DATE: SEPT. 30, 2027

AGREEMENT BETWEEN:

RW CONSUMER PRODUCTS LTD., in the City of Winnipeg, Province of Manitoba, hereinafter referred to as the "Company",

AND

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

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

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

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Company recognizes the Union as the sole agency for the purpose of collective bargaining for all employees of RW Consumer Products Ltd., in the city of Winnipeg, province of Manitoba, save and except office staff, sales staff, managers, those above the rank of manager and those excluded by the Act.

1.02 The Company shall provide the Union with a list containing the current names, Social Insurance Numbers, addresses, telephone numbers, classifications and rates of pay of all bargaining unit employees in Excel format, whenever a written request to do so is received from the Union.

ARTICLE 2 **DEFINITIONS**

2.01 **Full-Time Employee**

A full-time employee shall be a person who is scheduled to work thirty-seven and a half hours (37.5) hours per week consisting of five (5) seven and a half (7.5) hour work days, from Monday to Sunday inclusive, or by mutual consent between the employee and the Company, seven (7) twelve (12) hour work days over a two-week period, working three (3) twelve (12) hour work days in one week, and four (4) twelve (12) hour work days in the second week.

Should an employee wish to opt out of a twelve (12) hour shift they will have the ability to opt out every quarter three (3) months.

2.02 **Part-time Employee**

A part-time employee shall be a person who is normally scheduled to work less than thirty-seven and a half hours (37.5) hours per calendar week.

2.03 **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.

2.04 **Plural and Singular**

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

ARTICLE 3 **UNION SHOP**

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

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

3.03 The Company shall forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter.

3.04 The Company shall provide the Union, once a month, 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 4 DEDUCTION OF UNION DUES

4.01 The Company shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Company further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Company to the **Accounting Department** of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement 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 Company shall also provide the Union, when remitting the monthly cheque, with the name change of employees.

4.02 Each year the Company 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.

4.03 The Union shall advise the Company in writing of the amount of regular Union dues to be deducted from the wages of employees and shall notify the Company in writing of any change in the amount of such dues to be deducted at least thirty (30) calendar days in advance of the end of the pay period in which the deductions are to be made.

4.04 The Union shall indemnify and save harmless the Company from any and all claims, demands and proceedings arising out of or in respect of deductions made by the Company from the wages of any employee pursuant to the provisions of this Article 4.

ARTICLE 5 PROBATIONARY PERIOD

5.01 Any employee who is hired by the Company shall be on probation for their first ninety (90) calendar days of employment. The Company, 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 articles of this Agreement.

ARTICLE 6 HOURS OF WORK

6.01 Work Week

The basic work week for full-time employees shall be thirty-seven and a half hours (37.5) hours to be worked in five (5) shifts at seven and a half (7.5) hours per day, from the start of the night shift Saturday to the end of the evening shift the following Saturday inclusive, or by mutual consent between the employee and the Company, seven (7) twelve (12) hour work days over a two (2) week period, working three (3) twelve (12) hour work days in one (1) week, and four (4) twelve (12) hour work days in the second week.

6.02 Consecutive Hours of Work

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

6.03 Work Week/One General Holiday

In a week in which one (1) general holiday occurs the basic work week for full-time employees shall be thirty (30) hours to be worked over a four (4) day period during that week (or in the case of twelve (12) hour shifts, twenty-four (24) hours worked over a two (2) day period or thirty-six (36) over a three (3) day period).

6.04 Work Week/Two General Holidays

In a week in which two (2) general holidays occur the basic work week for full-time employees shall be twenty-two and a half (22.5) hours to be worked over a three (3) day period during that week (or in the case of twelve (12) hour shifts, twelve (12) hours worked over a one (1) day period) or twenty-four hour (24) over a two (2) day period).

6.05 Work Schedules

The Company shall post a weekly work schedule for all employees not later than 12:00 noon Friday of each week for the following week. Said schedule shall include the starting and quitting times of each shift that is to be worked by employees in the bargaining unit. Said schedule may be changed without notice in the event of emergencies such as a snowstorm, breakdown of machinery, or other instances of force majeure. In all other cases at least twenty-four (24) hours' notice of change must be given unless otherwise mutually agreed to between the employee and the Company. Employees who voluntarily agree to switch their shift with another employee shall be entitled to do so providing the change in shift has been pre-approved in writing by the Company.

6.06

Time Clock

The Company shall provide a time clock to enable employees to record their own time for payroll purposes. Employees must record their own time by swiping their cards at the time they start and finish work, as well as the time they commence and return from rest periods. Employees shall be entitled to review their time records upon request. Time clock records shall be made available to the Union for examination during regular working hours, upon request. Employees who fail to record their hours will be subject to discipline.

6.07

Emergency Pay

In the event of a snowstorm where public transportation has been shut down, any employee who reports late for work, but in any event within the first three (3) hours of their scheduled shift, shall receive pay for their full shift. It is further understood that overtime rates will not apply until an employee has completed their eight (8) or twelve (12) working hours per day or thirty-seven and a half (37.5) hours per week or seventy-five (75) hours per two (2) week pay-period.

ARTICLE 7 **MEAL AND REST PERIODS**

7.01

Meal Periods

- (a) A person working a daily shift of more than five (5) hours shall receive one (1) uninterrupted thirty (30) minute meal period without pay.
- (b) Meal periods for all employees shall be taken at approximately the mid point of their daily shift.

7.02

Rest Periods

- (a) A person working a daily shift of five (5) hours or less shall receive one (1) uninterrupted fifteen (15) minute rest period with pay.
- (b) A person working a daily shift of more than five (5) hours but less than seven (7) hours shall receive one (1) uninterrupted fifteen (15) minute rest period with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in Article 7.01 above.
- (c) A person working a daily shift of seven (7) hours or more shall receive two (2) uninterrupted fifteen (15) minute rest periods with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in Article 7.01 above. One (1) rest period shall be taken during the first half of said daily shift and the other rest period shall be taken during the second half of said daily shift.

- (d) Rest periods for all employees shall not begin until one (1) hour after commencement of work and must be completed no later than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.

7.03

Rest Periods/Overtime

Employees who are required to work overtime on the completion of their seven and a half (7.5) or twelve (12) hour shift shall not be entitled to a paid rest period in situations where the overtime amounts to one (1) hour or less in duration.

Employees who are required to work overtime on the completion of their seven and a half (7.5) or twelve (12) hour shift shall receive one (1) uninterrupted fifteen (15) minute rest period with pay in situations where the overtime is for more than one (1) hour but less than four (4) hours in duration. Said rest period shall be taken at approximately the midpoint of the overtime being worked.

Employees who are required to work four (4) or more hours of overtime at the conclusion of their seven and a half (7.5) or twelve (12) hour shift shall receive one (1) uninterrupted fifteen (15) minute rest period with pay immediately following the conclusion of said seven and a half (7.5) or twelve (12) hour shift and shall receive an additional uninterrupted fifteen (15) minute rest period with pay at the conclusion of each additional two (2) hours of overtime worked.

The Company shall provide and pay for a meal to each employee who works four (4) or more hours of overtime, but who is given less than twenty-four (24) hours' notice to do so. Such meal will not exceed ten (\$10.00) dollars per employee.

All overtime rest periods are to be recorded in accordance with the provisions contained in Article 6.06, Time Clock.

ARTICLE 8 OVERTIME

8.01 All time worked in excess of seven and a half (7.5) or twelve (12) hours in any one (1) day or in excess of thirty seven and a half (37.5) hours in any calendar week, or seventy-five (75) hours per two (2) week pay period shall be paid for at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.

8.02 All employees working on general holidays as designated in Article 9 of this Agreement shall be paid the regular hourly rate of pay they would have received had they not worked plus an additional one and one-half (1½) times said hourly rate of pay for all such time worked.

8.03 Overtime shall be by mutual agreement between the employees and the Company, with the most senior employee on the shift who has the ability and

qualifications to do the normal functions of the job being offered the overtime first and thereafter in decreasing order of seniority. If no employee wishes to work the overtime, the Company shall assign a junior employee who is capable of performing the work and this person must then work the overtime.

8.04 At the employee's option, overtime shall be compensated by paying the employee for all overtime worked, or by granting the equivalent paid time off in lieu of overtime payment, or a combination of the two. Where the employee has opted to take paid time off in lieu of overtime payment, such time off shall be taken at a time that is mutually agreeable to the employee and the Company. Employees who choose to take compensating time off in lieu of overtime pay shall accumulate one and one-half (1½) hours of paid time off for each hour of overtime worked. Accumulated banked overtime shall always be shown on the employee's pay stub.

8.05 No employee shall work any overtime unless it has been pre-authorized by management.

ARTICLE 9 **GENERAL HOLIDAYS**

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

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

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

9.02 In order for a full-time employee to qualify for a general holiday with pay the employee must have earned wages during the four (4) calendar weeks immediately preceding the holiday and must not have been absent from work without the Company's consent either on **their** scheduled work day immediately preceding or following such holiday, unless the employee is prevented from attending on the scheduled work day immediately preceding or following the holiday due to bona fide illness or accident. As well, time off for vacation purposes shall not disqualify an employee from receiving general holiday pay.

9.03 In order for a part-time employee to qualify for a general holiday with pay the employee must have earned wages during the four (4) calendar weeks immediately preceding the holiday and must not have been absent from work without the Company's consent either on **their** scheduled work day immediately preceding or

following such holiday, unless the employee is prevented from attending on the scheduled work day immediately preceding or following the holiday due to bona fide illness or accident. As well, time off for vacation purposes shall not disqualify an employee from receiving general holiday pay.

9.04 If a general holiday occurs during an employee's vacation, the employee at **their** discretion, shall take either an extra day's vacation with pay at a time mutually agreeable to the employee and the Company or an extra day's pay.

9.05 All full-time employees shall receive one (1) full day's pay (regardless of whether they work a seven and a half (7.5) or twelve (12) hour shift schedule) at their regular hourly rate of pay for each general holiday.

9.06 Part-time employees who otherwise qualify shall receive general holiday pay for each of the general holidays referred to in Article 9.01 above, based on their average daily earnings exclusive of overtime for the days on which they worked during the four (4) week period immediately preceding the general holiday.

ARTICLE 10 MINIMUM SHIFT

10.01 No full-time employee shall be scheduled to work for less than seven and a half (7.5) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the greater of time actually worked or four (4) hours, all of which shall be paid at **their** appropriate hourly rate of pay.

10.02 No part-time employee shall be scheduled to work for less than four (4) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the greater of time actually worked or four (4) hours, all of which shall be paid at **their** appropriate hourly rate of pay.

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

ARTICLE 11 RELIEVING RATES/TEMPORARY ASSIGNMENTS

11.01 Any employee who is temporarily assigned to work in a higher paying classification for a combined total of more than eight (8) hours per calendar week shall receive the greater of the start rate of pay for the higher paying classification or seventy-five (75¢) cents per hour, for all time so employed.

11.02 Any employee who is temporarily assigned to work in a lower paying classification shall nevertheless continue to receive **their** higher rate of pay for all time so employed.

ARTICLE 12 PREMIUM PAYS

12.01 Evening/Night Shift Premium

Any employee who is required to work an evening shift shall be paid an evening shift premium in addition to **their** regular hourly rate of pay in the amount of seventy-five (75) cents per hour for each such hour and portion of an hour worked.

Any employee who is required to work a night shift shall be paid a night shift premium in addition to **their** regular hourly rate of pay in the amount of one dollar (\$1.00) for each such hour and portion of an hour worked.

Evening and night shift premium pay shall not be added to an employee's hourly rate of pay for the purpose of computing overtime.

In the case of the Company operating two consecutive twelve (12) hour shifts per day, the shift premium for the second shift will be at the same rate as the aforementioned Night Shift, or one dollar (\$1.00) for each such hour and portion of an hour worked.

ARTICLE 13 VACATIONS

13.01 The vacation year is calculated from the seniority date. Vacation will be accumulated at the applicable percentage of regular earnings for full-time employees.

13.02 Full-time employees who have less than five (5) years of continuous service shall accumulate vacation in an amount equal to four (4%) percent of their regular earnings.

13.03 Full-time employees who have five (5) 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 Full-time employees who have ten (10) years of continuous service, but less than fifteen (15) years of continuous service, shall accumulate vacation in an amount equal to eight (8%) percent of their regular earnings.

13.05 Full-time employees who have fifteen (15) or more years of continuous service, shall accumulate vacation in an amount equal to ten (10%) percent of their regular earnings.

13.06 Full-time employees with five (5) years of employment in the past ten (10) years shall accumulate vacation in an amount equal to six (6%) percent of their regular earnings.

13.07 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.

13.08 Seniority and operational requirements shall be the governing factors in the choice of vacation. The Company shall limit the number of employees who may be away on vacation at the same time. Vacation requests will not be unreasonably denied.

13.09 The vacation period for all employees in the bargaining unit shall be from January 1st to December 31st of each year.

13.10 Employees shall be entitled to take up to three (3) weeks vacation consecutively or four (4) weeks with management approval. Any request for additional consecutive time off shall not be unreasonably denied by the Company. Employees may book vacation as single days, upon management approval.

13.11 The Company shall facilitate the vacation planning process through the online payroll system, wherein each employee's vacation accrual balance is updated each pay period. Employees shall input their preferred vacation time electronically.

Vacation requests will be approved first come, first serve, with consideration of seniority, by the Company in a timely manner. Once approved, scheduled vacation cannot be altered unless a mutually agreed change is reached between the employee and the Company.

13.12 Vacation pay will be issued on a Full-time employee's regular payday(s) during the vacation period.

13.13 Part-time employees shall have vacation pay paid out on each pay, which will be calculated at the applicable percentage of regular earnings, as outlined below:

	<u>Employment</u>	<u>Entitlement</u>
(a)	less than five (5) years of continuous employment since date of last hire	four (4%) percent of total regular earnings
(b)	five (5) years or more but less than ten (10) years of continuous employment since date of last hire	six (6%) percent of total regular earnings

- | | | |
|-----|---|---|
| (c) | ten (10) years or more
of continuous employment
since date of last hire | eight (8%) percent of total
regular earnings |
| (d) | fifteen (15) years or more
of continuous employment
since date of last hire | ten (10%) percent of total
regular earnings |

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

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

13.16 **Employees will take their annual vacations. Vacation that is not scheduled or used by September 1st of the current year will be scheduled by the Company to be completed by the end of the calendar year. Vacation time will not be paid out. No employee shall be able to carryover unused vacation into future years.**

13.17 **The Company may schedule a maximum of two (2) weeks plant shutdown, (one in the Winter and one in the Summer) employees may use vacation time or take a lay off in lieu of vacation. Employees will be notified of the Company's intent to implement a shutdown thirty (30) calendar days prior to the start date of the shutdown. Should the Company move the date of the shutdown, employees will be allowed to move their vacation to align with the planned shutdown.**

ARTICLE 14 MANAGEMENT RIGHTS

14.01 The management of the Company and the direction of the working force, including the right to plan, direct and control Company operations, to maintain the discipline and efficiency of the employees and to require employees to observe Company and Governmental rules and regulations: to hire, lay off or assign employee's working hours: transfer, promote: demote: discipline, suspend or discharge employees for proper cause, and to protect the Health and Safety of employees and property, are to be the sole right and function of the management.

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

14.03 The exercise of the foregoing rights shall not alter any of the specific

provisions of this Agreement.

ARTICLE 15 NOTICE OF LAYOFF/CLOSURE

15.01 Notice of Layoff

The Company shall notify all employees who are to be laid off, fourteen (14) calendar days prior to the effective date of the layoff or shall award pay in lieu thereof.

15.02 Notice of Closure

The Company shall notify all employees who are to be affected by the permanent closure of all or any portion of the Company's operation, twenty-one (21) calendar days prior to the effective date of such closure or shall award pay in lieu thereof.

ARTICLE 16 PAYMENT FOR MEETING ATTENDANCE

16.01 When the Company requires an employee to be present at a meeting called by the Company during the employee's scheduled working hours, time spent at such meeting shall be considered as time worked. No employee shall be required to attend any such meeting outside of **their** scheduled working hours unless they voluntarily choose to do so.

ARTICLE 17 STRIKES AND LOCKOUTS

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

ARTICLE 18 UNION REPRESENTATIVE'S VISITS

18.01 Duly authorized representatives of the Union shall be entitled to visit all areas of the Company's operations to which the bargaining unit employees normally have access for the purpose of observing working conditions, and for the purpose of interviewing and communicating with the employees on duty, and to ensure that the terms of the Collective Agreement are being implemented. The Union will provide notice of any visit by the authorized representative to the Production or Warehouse areas, where they shall be accompanied by a member of management. A Union Shop Steward shall be entitled to accompany the Union Representatives at all times during such visits and all such time spent by the Shop Steward shall be considered as time worked. The Union Representatives shall not unduly interrupt, disrupt or stop any employee who is engaged in the performance of **their** duties.

In the event that a Union Representative visit occurs when the front desk area is closed, the Union Representative will notify the designated Company

Representative via phone call or text upon entering the Company premise and when the Union Representative leaves the Company premise.

18.02 **Union Representative's Visits**

The interview of an employee by a Union Representative shall be permitted after notifying the Company's Senior Management or the Company's on-duty designated representative, and shall be:

- (a) carried on in private in a place within the Company's premises designated by management; and
- (b) held only during the meal period or rest periods.

ARTICLE 19 SHOP STEWARDS

19.01 The Company shall recognize two (2) Union Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit. The Company further recognizes the right of the Shop Stewards to oversee the terms of the Collective Agreement being implemented and to present complaints and/or grievances to management.

19.02 The Company agrees not to discriminate against any member of the bargaining unit for exercising their rights under the terms of the Collective Agreement and presenting grievances.

ARTICLE 20 LEAVES OF ABSENCE

20.01 **Personal Leave**

A leave of absence without pay for personal reasons may be granted to an employee, provided the employee has been employed with the Company for more than one (1) year. A written application must be made by the employee to the Company and written confirmation of said leave shall be given to the employee involved by the Company and a copy shall also be sent to the Union office. Subject to operational requirements, a request for any such leave shall not be unreasonably denied by the Company; however, any personal leave granted to an employee by the Company shall be for no greater period than six (6) months.

20.02 **Union Leave**

Upon two (2) weeks prior written notice in writing from the Union, the Company agrees to grant a leave of absence of up to one (1) year to one (1) employee who is elected or appointed to a full-time position in the Union. Such leave of absence shall be without pay or other benefits. The Union agrees to notify the Company at least two (2) weeks in advance of the employee's return to work for the Company.

20.03 **Union Convention/Conference/Education Leave**

A leave of absence without pay for the purpose of attending Union conventions/conferences and/or education seminars shall be granted to bargaining unit employees by the Company upon receiving a written request from the Union. Time off shall not be granted to more than two (2) employees at any one (1) time unless otherwise mutually agreed to between the Company and the Union, and the duration of any such leave shall not exceed seven (7) calendar days per occasion. The Union shall give the Company written notice not less than ten (10) 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 not be unreasonably denied by the Company.

20.04 **Negotiation Leave**

The Company shall allow two (2) employees time off without pay for the purpose of attending negotiations for the renewal of the Collective Agreement.

20.05 **Jury Duty Leave**

All employees summoned to jury duty shall be paid wages amounting to the difference between the amount paid to them for jury services and the amount they would have earned had they worked on such days, provided that such days fall on a regularly scheduled working day for that employee.

20.06 **Witness Leave**

All employees required to appear in court as a witness on behalf of the Crown or Company shall be paid wages amounting to the difference between the amount paid to them for witness fees and the amount they would have earned had they worked on such days, provided that such days fall on a regularly scheduled working day for that employee.

20.07 **Bereavement Leave**

All employees shall be entitled to bereavement leave of four (4) non-consecutive working days with pay when they are to be absent from work due to the death of their spouse, common law spouse, parent, child, brother and sister. One of these days off must include the day of the funeral and/or memorial service. Employees shall notify the Company of Bereavement Leave days.

All employees shall be entitled to bereavement leave of three (3) non-consecutive working days with pay when they are to be absent from work due to the death of their mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild and grandparent. One of these days off must include the day of the funeral and/or memorial service.

All employees shall be entitled to bereavement leave of one (1) working day with pay when they are to be absent from work due to the death of their and/or their spouse's aunt, uncle, niece, and nephew. Such day off must be the day of the funeral and/or memorial service.

Employees shall not be required to attend the funeral and/or memorial service in order to be eligible to receive bereavement leave time off with pay.

20.08 **Maternity Leave**

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

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

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

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

20.09 **Parental Leave**

(A) **Entitlements**

Every employee

- (a) who,
 - (i) becomes the natural parent of a child,
 - (ii) or assumes actual care and custody of a newborn child, or
 - (iii) adopts a child under the law of a province; and

- (b) who has completed **their** probationary period; and
- (c) who submits to the Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave without pay, consisting of a continuous period of up to sixty-three (63) weeks.

(B) **Commencement of Leave**

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

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

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

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

(D) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the position occupied at the time such leave commenced. Where an employee intends to return to work immediately following their parental leave they must give the Company a minimum of two (2) weeks' notice in advance of the day they intend to return to work.

Compassionate Care Leave

In the event an employee has a terminally ill family member who requires compassionate care, such employee will, if they so request, be granted compassionate care leave in accordance with Manitoba Legislation. In the event that the death of the family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 20.07 of this collective agreement. Any monies paid by Employment Insurance for the bereavement leave dates will be deducted from the bereavement paid by the Company.

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

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

ARTICLE 21 SENIORITY

21.01 Seniority shall be defined as the length of continuous service with the Company within the bargaining unit since the employee's most recent date of hire.

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

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

- (a) is duly discharged by the Company and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for the lesser of fifty-two (52) weeks or a period of time equal to the employee's length of continuous service with the Company since **their** most recent date of hire, or is called back to work after a layoff and does not return to work within fourteen (14) calendar days of receiving a registered letter sent to **their** last known address;

- (d) is absent from work without an approved leave of absence for more than three (3) consecutive working days unless a satisfactory reason is given by the employee;
- (e) fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee.

21.04 Seniority shall be the governing factor in all matters of promotion, awarding of a new full-time position or vacancy, relieving another employee in a higher paying classification, choice of shift within the employee's classification, and recall after layoff, providing the more senior employee has the ability and qualifications to be able to perform the normal functions of the job.

Reverse order of seniority shall be the governing factor in all matters of demotion and layoff, providing the more senior employee has the ability and qualifications to be able to perform the normal functions of the job.

- 21.05
- (a) Employees from within the bargaining unit who accept a position with the Company which places them outside of the bargaining unit shall continue to accumulate seniority for a period of three (3) calendar months. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the three (3) month period if they so choose. Employees who remain outside of the bargaining unit beyond the three (3) month time limit shall keep the seniority they had immediately prior to leaving the bargaining unit in the event they eventually return to the bargaining unit but shall not in such cases accumulate any seniority for the time period that they were outside of the bargaining unit beyond the three (3) month limitation.
 - (b) An employee's first thirty (30) calendar days in a vacancy and/or new position will be considered a trial period. During this first thirty (30) calendar days the Employer may move an employee back to their previous position. An employee will, upon request, be allowed to return to their previous position within the thirty (30) calendar day period.

21.06 Seniority for full-time employees shall apply amongst full-time employees and it is agreed that all full-time employees shall have seniority over all part-time employees. Part-time employees shall have seniority only over other part-time employees. Part-time employees who become full-time shall begin accumulating their full-time seniority at that time.

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

21.08 No full-time employee shall be laid off and/or reduced to part-time status by the Company unless all part-time employees have been laid off first.

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

21.10 Daily available part-time hours of work shall be scheduled to the most senior part-time employee first and thereafter in decreasing order of seniority, providing the employee has the ability and qualifications to be able to perform the normal functions of the job and providing the employee is available and willing to work the hours. No part-time employee shall be scheduled to work more than five (5) days per calendar week unless they voluntarily agree otherwise.

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

21.12 **Training/Level Advancement**

The Company and the Union agree that it is mutually beneficial to have employees take advantage of training programs to advance themselves. It is understood that all employees who indicate their willingness to advance will, with senior employees given priority, be given opportunity to receive the training they require to proceed to the next levels in accordance with the job classifications.

It is further understood that employees will progress to the intermediate or advanced levels when they have successfully completed the required training and will not have those wage levels reduced, in future, even though the work being performed by them may only require the entry level training requirements.

ARTICLE 22 TECHNOLOGICAL CHANGE

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

22.02 The relevant sections of the Manitoba Labour Relations Act shall apply whenever the Company intends to introduce a technological change. All such sections of the Manitoba Labour Relations Act dealing with technological change shall be deemed to form part of this Agreement.

ARTICLE 23 **SAFETY AND HEALTH**

23.01 The Company agrees to establish a Joint Safety and Health Committee which shall meet quarterly during regular working hours and which shall conduct safety tours of the Company's operation. The committee shall be comprised of two (2) members chosen by the Union and two (2) management persons. A full-time Union Representative may also attend these meetings from time to time. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office shall also be provided with a copy of these minutes. 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.

23.02 All employee representatives on the Joint Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article 23.01 above.

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

23.04 First aid stations and eye wash stations shall be provided for and maintained at various locations on the Company's premises. Anti-fatigue mats shall be available in all locations where necessary.

23.05 The Company shall provide each employee in the bargaining unit with a locker for their use during their shift. Employees are required to provide their own locks. The Company shall not be responsible for lost, stolen or damaged property that belongs to the employees.

23.06 No employee will work alone in any production room.

ARTICLE 24 **WAGE REFERRAL/NEW CLASSIFICATIONS/PAY DAYS**

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

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

24.03 Employees shall be paid every second Thursday. Each employee's pay shall be accompanied by an itemized statement of wages covering the two (2) weeks ending the previous Saturday.

ARTICLE 25 COURT'S DECISION

25.01 In the event of any articles or portions of this Agreement being held improper or invalid by any Court of Law or Labour Relations 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 26 DISCIPLINE/DISCHARGE

26.01 A Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit chosen by the employee being disciplined who is on the Company's premises at the same time as the discipline is being issued, shall be present when a member of the bargaining unit is being given a written reprimand or is being suspended or discharged. A full-time Union Representative shall be entitled to attend any such meeting providing **they are** readily available to do so.

26.02 All disciplinary meetings shall be held in private and shall take place in a location on the Company's premises.

26.03 The affected employee, the Shop Steward or other bargaining unit employee (from Article 26.01) who is involved, and the Union, shall be given a copy of any disciplinary notice upon awareness and investigation, which is to be entered on an employee's personnel file and of any discharge notice that is given to an employee. In all cases of discipline or discharge the Company shall notify the affected employee, the Shop Steward or other bargaining unit employee who is involved, and the Union, in writing of the reasons for taking such action. Any such notice of discipline and/or discharge shall be given to the affected employee and the Shop Steward or other bargaining unit employee who is involved, no later than one (1) working day after the discipline has been imposed and a copy of said discipline and/or discharge notice shall be faxed to the Union office within a further twenty-four (24) hours.

26.04 Employees covered by this Agreement shall have access to their own personnel file during non-working hours, and upon providing reasonable written notice of such intent to the Company. The Company shall be present during such review. 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 Company shall keep only one (1) personnel file per employee. Employees who are no longer employed by the Company shall not be entitled to have access to their entire personnel file.

26.05 The Company shall remove all written disciplinary notices from the employee's personnel file after thirty (30) calendar months. The Company shall not be able to use any such disciplinary notice against the employee at a later date. This time frame of thirty (30) calendar months shall not include periods of layoff. Any employee who receives a written disciplinary notice for the same offense during said thirty (30) calendar month period shall then be required to wait a further thirty (30) calendar months before all such notices are removed from their personnel file.

ARTICLE 27 ADJUSTMENT OF GRIEVANCES

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

27.02 Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Company shall promptly supply such information in writing to the Union within fifteen (15) calendar days from the date of the request.

27.03 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within twenty-one (21) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

27.04 All grievances shall be submitted in writing.

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

STEP 1: By a discussion between the employee and the Shop Steward and/or Union Representative with the Manager in charge of manufacturing or **their** designated appointee. The Manager in charge of manufacturing or **their** designated appointee shall reply to the grievance in writing, to the Union, within ten (10) calendar days. If a satisfactory settlement has not been reached, the Union Representative and/or employee may proceed to Step 2.

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

27.06 If a satisfactory settlement cannot be reached, then upon request of either party within fourteen (14) calendar days of receiving the final written decision from either party but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 28, Arbitration.

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

ARTICLE 28 ARBITRATION

28.01 If the Union and the Company cannot reach a settlement, then at the request of either party, the grievance shall be submitted to an arbitrator. If agreement cannot be reached within seven (7) calendar days in respect to the selection of an arbitrator by the parties involved, the matter shall be referred to the Manitoba Labour Board who shall appoint an arbitrator.

28.02 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.

28.03 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as **they** deem essential to a full understanding and determination of the issues involved. In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement and shall render a decision as soon as reasonably possible.

28.04 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 that 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.

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

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

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

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

ARTICLE 29 BULLETIN BOARD

29.01 The Company shall allow the Union to install its own bulletin board on the Company'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 Company and the Union. The Company shall be provided with a key to the bulletin board, and may remove inappropriate items from display until the issue is resolved with the Union.

ARTICLE 30 HEALTH AND WELFARE BENEFITS REFERRAL

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

ARTICLE 31 WORKERS COMPENSATION BENEFITS

31.01 When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall inform the Company so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. Employees agree to fill out the WCB Notice of Injury form within twenty-four (24) hours from when they become aware of their injury or illness, unless said injury or illness has rendered the person incapacitated. Any information required by the Workers Compensation Board from the Company shall be provided immediately.

31.02 Workers Compensation as administered by the Workers Compensation Board of Manitoba will govern in all cases where an accident occurs while at work. Employees will be paid for the time lost on the day of the injury for the first aid treatment and transportation in reporting the first treatment of an injury received in the course of employment, and for the balance of that shift if it is decided that an employee is unable to return to work.

ARTICLE 32 EDUCATION AND TRAINING TRUST FUND

32.01 The Company shall contribute five (5) cents per hour for each hour worked by employees in the bargaining unit into the Union's Education and Training Trust Fund.

32.02 Such contributions shall be forwarded to the Union's Trust Fund within twenty-one (21) days following the end of the Company's four (4) or five (5) week accounting period.

ARTICLE 33 PROTECTIVE CLOTHING AND FOOTWEAR

33.01 **The Company shall supply each employee with a uniform including three (3) shirts and three (3) pairs of pants to wear during work hours. The uniforms shall be provided to the employee upon start date. The Company shall replace these uniforms on an ongoing basis as the need arises and shall be responsible for the supplying, laundering and repairing of same. Wearing the uniform is mandatory for such employees.**

33.02 In addition to providing suitable protective outerwear for the two (2) employees who are required to work outside during winter months, the Company will also make available parkas for other employees who may be required to work outside during those months. The Company shall replace these parkas on an ongoing basis as the need arises and shall be responsible for the supplying, laundering and repairing of same.

33.03 Employees are expected to take reasonable care of all clothing received from the Company and shall return all such clothing to the Company at the same time as they cease to be employed by the Company. The cost of any such clothing that is not returned to the Company at that time shall be deducted from any wages due to the employee at the time of **their** termination excluding safety footwear provided that the employee has completed their probationary period.

33.04 Safety Footwear

The Company shall pay one hundred (100%) percent of the cost of purchasing safety footwear and insoles to a maximum of one hundred and seventy-five (\$175.00) dollars, to each employee who may be required to wear footwear in the salt room, warehouse, and railway activities, or where deemed necessary by the designated management representative to wear during working hours.

Employees must provide the Company with a receipt of purchase and the Company's contribution should be limited to once per calendar year.

Employees who leave the employ of the Company before completing their probationary period may be required to reimburse the Company the allowance they received for safety footwear. Such deduction can be made by payroll deduction.

Specifications for safety footwear are defined in RWCP SOP-QA-027.

ARTICLE 34 EXPIRATION AND RENEWAL

34.01 This Agreement shall be in effect from October 1, **2023** and shall remain in effect until September 30, **2027**, 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 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.

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

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

SIGNED THIS DAY OF , 2023

FOR THE UNION:

FOR THE COMPANY:

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Group Insurance Benefits

A-1.01 With the exception of Employee and Family Assistance Program Benefits which are administered by HumanaCare, the benefits referred to in this Appendix A-1 are underwritten and/or administered by The Empire Life Insurance Company (Group Policy Number GE011-001 – Basic Life, Optional Life, AD&D, Optional AD&D, Optional Spousal Life, Optional Spousal AD&D, Weekly Indemnity, Long Term Disability, Extended Health, and Dental) and shall be subject to the terms and conditions of their master policies and contracts in force. The Company shall have the right to amend and/or replace such Health and Welfare benefits provided that benefit levels are maintained or improved. Under such circumstances, the Company shall first provide the Union with advance notification in writing, detailing the specific changes that are to take place as well as the reason for said changes.

A-1.02 All full-time employees who have completed three (3) months of employment with the Company and, where applicable, the eligible dependents of these employees, shall be eligible for the group insurance benefits arranged for by the Company that are referred to in this Appendix A-1.

A-1.03 The Company shall supply the Union with a current copy of the plan text and summary pamphlets (or similar documents) for all of the health and welfare benefits that are arranged for by the Company. The Company shall supply each employee with a current copy of the summary pamphlets (or similar documents) for all of the health and welfare benefits that are arranged for by the Company. New employees shall be provided with a copy of the summary pamphlets (or similar documents) at the same time as they become eligible to receive said benefits. The Company shall ensure that the Union and the employees covered by this Agreement are provided with the most recent copy of such plan text and summary pamphlets (or similar documents) at all times.

A-1.04 Effective April 1, 2014 (subject to the Union ratifying this Agreement by March 7, 2014), the Company shall pay fifty per cent (50%) of the premium cost and the employee shall pay fifty per cent (50%) of the premium cost for each of the benefits referred to in this Appendix A-1. The employees fifty per cent (50%) premium payment will be deemed to cover 100% of the long term disability premiums and where it is sufficient it will also be deemed to cover 100% of the short term disability premiums.

A-1.05 A summary of the group insurance benefits that are arranged for participating employees and, where applicable, their eligible dependents are as follows:

- (a) life insurance benefits
- (b) optional life insurance benefits
- (c) accidental death and dismemberment benefits
- (d) weekly indemnity benefits
- (e) long term disability benefits
- (f) extended health care benefits
- (g) dental care benefits
- (h) employee and family assistance program benefits

A-1.06 The extended health care benefits referred to in Appendix A-1.06 above includes hospital benefits, nursing care benefits, prescription drug benefits, ambulance benefits, medical equipment benefits, paramedical practitioners benefits, convalescent/rehabilitation hospital benefits, orthopaedic supplies benefits, hearing aids benefits, eye examinations benefits, dental treatment due to an accident benefits, health assistance benefits and out of province/Canada benefits. Employees shall not be required to pay any deductible when receiving these benefits and the amounts of coverages for each of the benefits referred to above shall be the same as those described in the plan booklet.

A-2 Paid Sick Leave Benefits

A-2.01 A paid sick benefit shall accrue to each employee at the rate of four (4) hours for each one hundred and seventy-three (173) hours worked and/or paid until a maximum of one hundred and four (104) hours has been accrued, without cash out privileges. Employees shall be entitled to carry over unused accrued sick leave benefits from one year to the next.

A-2.02 Accrual of paid sick leave benefits shall commence with the employee's date of hire but shall not be available to employees until they have completed their probationary period.

A-2.03 Employees shall be entitled to utilize accumulated paid sick leave benefits for any non-occupational sickness and/or accident that is not covered by the weekly indemnity benefits provided by the Company. Such days shall be paid for at the rate of one hundred (100%) percent of the employee's regular hourly rate for each day of such absence.

A-2.04 **The Company reserves the right to request a medical certificate from any employee who has been absent from work due to an illness and/or injury for more than three (3) days. The Company shall pay the costs of obtaining any such medical certificate for employees who have completed their probationary period. The Company shall not unreasonably request any such certification.**

A-2.05 Where an employee is to be absent on sick leave, **they** must notify and speak with the Manager in charge or designate, as soon as possible, but at least **sixty (60)** minutes prior to the start of **their** shift to facilitate arranging for relief coverage.

Employees will call the Manager in charge or designates cell phone. If there is no answer, the employee will then leave a message on the cell voice mail. The Company will post management contact numbers on the Company Bulletin Board. The Employee will need to ensure ongoing contact and speak with the designated management team representative to provide an update on their status, within reason, as directed by the management team representative.

A-2.06 **Employees shall be entitled to utilize accumulated paid sick leave days when attending doctor's appointments and/or dental appointments provided that, where possible, a minimum of two (2) days advance notice is first given to the Company. The employee shall, wherever possible, schedule such appointments outside of their scheduled working hours.**

A-2.07 Employees, if found abusing the privilege of sick leave, shall be disciplined by the Company.

A-2.08 **Each employee's sick leave accrual balance is updated each pay period. Employees shall be able to view available sick leave and enter sick leave requests through the online payroll system.**

A-3 Paid Personal Leave Benefits

A-3.01 All employees who have completed their probationary period shall be entitled to personal leave of two (2) working days with pay per calendar year when they are to be absent from work for personal and/or family reasons. This is not including the unpaid Family Responsibility Leave under the Manitoba Employment Standards Code.

A-3.02 Employees shall be able to enter personal leave requests through the online payroll system.

A-3.03 When an employee is to be absent on personal leave, where possible, a minimum of two (2) days advance notice is first given to the Company. When this notice is not possible the employee must notify and speak with the Manager in charge or designate, as soon as possible, but at least sixty (60) minutes prior to the start of their shift.

APPENDIX “B”

WAGES

B-1 Classifications and Hourly Rates of Pay

	Current	October 26, 2023 4.00%	October 1, 2024 2.00%	October 1, 2025 2.00%	October 1, 2026 3.00%
Entry Level					
Start	\$14.08	Minimum wage	Minimum wage	Minimum wage	Minimum wage
after 3 months	\$14.35	MW +.30	MW +.30	MW +.30	MW +.30
after 12 months	\$15.25	\$15.86	\$16.18	\$16.50	\$17.00
after 24 months	\$16.43	\$17.09	\$17.43	\$17.78	\$18.31
Advanced Level					
Start	\$16.96	\$17.64	\$17.99	\$18.35	\$18.90
after 3 months	\$17.55	\$18.25	\$18.62	\$18.99	\$19.56
after 12 months	\$18.40	\$19.14	\$19.52	\$19.91	\$20.51
after 24 months	\$19.84	\$20.63	\$21.05	\$21.47	\$22.11
Shift Supervisor					
Start	\$21.23	\$22.08	\$22.52	\$22.97	\$23.66
after 3 months	\$21.81	\$22.68	\$23.14	\$23.60	\$24.31
after 12 months	\$22.93	\$23.85	\$24.32	\$24.81	\$25.55
after 24 months	\$24.64	\$25.63	\$26.14	\$26.66	\$27.46

B-2 Increment Increases

Increment increases that are provided for in Appendix B-1 above shall be applied every three (3) or twelve (12) calendar months, as the case may be, until the top hourly rate of pay for the classification the employee is working in has been reached.

B-3 Employees Promoted to a Higher Paying Classification

Any employee who is promoted on a permanent basis to a classification that provides for a higher rate of pay to that which was paid to the employee at the time of **their** promotion, shall be paid at the first increment step in the classification that the employee was promoted to that provides for an increase in pay for the employee. Thereafter, the employee shall receive increment increases as provided for in Appendix B-2 above, until the top rate of pay has been reached.

B-4 Overscaled Employees/Hourly Rates of Pay

All overscaled employees shall receive the general increases to their rates of pay as all other employees.

LETTER OF UNDERSTANDING

RW CONSUMER PRODUCTS LTD., in the City of Winnipeg, Province of Manitoba, hereinafter referred to as the "Company",

AND

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

Re: Start Rates

The parties mutually agree that should the minimum wage increase to a level that is higher than the “Entry Level after twelve (12) months” rate they will meet and discuss adjusting the wage rates.

SIGNED THIS DAY OF 2023.

FOR THE UNION

FOR THE COMPANY
