

Collective Agreement

Between



and



Consumer Foods Inc.

Effective Date
January 1, 2021

Expiry Date
December 31, 2025

Collective Agreement

Between



and



Effective Date
January 1, 2021

Expiry Date
December 31, 2025

Name _____

Address _____

Telephone No. _____

Work Address _____

Work Telephone No. _____

Shop Steward _____

Telephone No. _____

Assistant Shop Steward _____

EMERGENCY PHONE NUMBERS

Police _____

Fire Department _____

Doctor _____

In case of emergency, please Inform:

Name _____

Address _____

Telephone No. _____

President's Message

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 dark ink, appearing to read 'Jeff Traeger', with a horizontal line extending from the end of the signature.

Jeff Traeger,

President UFCW Local 832

Maple Leaf Consumer - Index / Indise

| Title | Section | Page |
|--|----------------|-------------|
| Adjustment Of Grievances | | |
| Adjustment of Grievances..... | 22 | 76 |
| Appendices | 30 | 87 |
| Bereavement Leave..... | 19.08 | 71 |
| Bulletin Boards | 24 | 82 |
| CCWIPP Lost Benefits | Appendix A-3 | 97 |
| Chief and Assistant Chief Steward | Ltr#3 | 118 |
| Citizenship Leave..... | 19.11 | 73 |
| Classifications and Rates of Pay | Appendix B | 101 |
| Clean Up Time | 5.12 | 25 |
| Company and Union Co-Operation | | |
| -Shop Stewards | 25 | 83 |
| Compassionate Leave | 19.1 | 73 |
| Corporate Trainer | 32.02 | 90 |
| Deduction of Union Dues..... | 3 | 14 |
| Doctor's Note | Appendix A-5 | 199 |
| Domestic Violence and Stalker Leave | 19.12 | 73 |
| Ergonomics..... | 16.13 | 63 |
| Exhibit One | Form | 126 |
| Expansion at the Lagimodiere Plant | Ltr#10 | 121 |
| Expiration and Renewal..... | 35 | 92 |
| Family Responsibility Leave..... | 19.09 | 72 |
| General Holidays | 11 | 42 |
| Grievance Investigations..... | 25.04 | 84 |
| Health and Safety | 16 | 56 |
| Health and Safety Committee..... | 16.02 | 56 |
| Health and Safety Cooperation / Reduction | | |
| of Accidents & Injuries / Ergonomics | 16.12 | 62 |
| Health and Welfare..... | 20 | 74 |
| Health and Welfare Plan, Dental Plan | | |
| & Pension Plan..... | Appendix A | 95 |
| Hours of Work | 5 | 15 |

| Title | Section | Page |
|--|---------------------|-------------|
| Information Regarding Grievances..... | 22.02 | 76 |
| Injury at Work..... | 12.02 | 44 |
| Job Alteration-New Job | | |
| Introduced..... | Appendix D-2 | 111 |
| Job Rotation Committee | 10 | 45 |
| Job Titles and Classifications..... | Appendix D | 107 |
| Joint Employment Project | Ltr#8 | 120 |
| Joint Labour Management Committee | 34 | 91 |
| Jury Duty/Selection | 19.06 | 70 |
| Knife Sharpening..... | 16.1 | 60 |
| Lagimodiere Success Sharing Plan..... | Ltr#4 | 118 |
| Lay-Off and Recall from Lay-Off..... | 8 | 33 |
| Lay-Off Notice / Definition | 8.01 | 33 |
| Lead Hand Premium | 32.01 | 90 |
| Lead Hand/Corporate Trainer/ | | |
| Buddy Training..... | 26.03 | 85 |
| Leaves Of Absence | 19 | 65 |
| Locker Search | 29 | 87 |
| Maintenance and Powerhouse | | |
| License Renewals..... | Appendix B-4 | 104 |
| Maintenance Wage Survey..... | Appendix B-5 | 104 |
| Management Rights and Functions..... | 15 | 55 |
| Manitoba Food & Commercial Workers | | |
| Local 832 Education and Training | | |
| Trust Fund..... | Appendix C | 106 |
| Manitoba Food & Commercial Workers, | | |
| Local 832 Education And Training | | |
| Trust Fund - Referral | 28 | 87 |
| Manitoba Food and Commercial Workers | | |
| Dental Plan..... | Appendix A-2 | 96 |
| Marion Street and Warman Road Closure | | |
| Agreement | Ltr#2 | 118 |
| Maternity/Parental Leave | 19.04 | 66 |

| Title | Section | Page |
|--|-------------------|-------------|
| Meal and Rest Periods..... | 5.1 | 23 |
| Modified Duties / Alternate Work | | |
| Arrangements..... | 13 | 45 |
| Nature of the Bargaining Unit | 1 | 12 |
| No Harassment/Discrimination | 2.04 | 13 |
| Off-Shift Premium..... | 32.03 | 90 |
| Online Posting Process | Ltr#7 | 120 |
| Overtime..... | 6 | 26 |
| Overtime Meal | 6.06 | 28 |
| Part-time Employees' Hours of Work | 5.08 | 18 |
| Pay Period-Direct Deposit..... | 27 | 86 |
| Payroll Errors | 27.02 | 86 |
| Personal Breaks | 5.11 | 24 |
| Personal Leave..... | 19.02 | 65 |
| Personal Leave (1-4 Days)..... | 19.05 | 69 |
| Premium Pays | 32 | 90 |
| Probationary Period | 4 | 14 |
| Protective Clothing/Equipment Provided | | |
| By the Company | 16.08 | 59 |
| Relieving Rates | 26 | 84 |
| Removal of Disciplinary References..... | 21.04 | 75 |
| Reprimands..... | 21 | 74 |
| Respect and Dignity..... | 31 | 88 |
| Respectful Workplace Article 31 | Ltr#9 | 121 |
| Right To Refuse Dangerous Work | 16.06 | 58 |
| Safety Boots..... | 16.11 | 60 |
| Scheduled Twelve (12) Hour Shifts for Full-Time | | |
| Power Engineers and Wastewater | | |
| Treatment Employees | Appendix E | 114 |
| Scheduling and Posting Work Schedule..... | 5.09 | 19 |
| Selection of an Arbitrator | 23 | 79 |
| Seniority | 7 | 29 |
| Seniority - Part-Time..... | 7.08 | 33 |
| Seniority Recognition | Ltr#1 | 117 |

| Title | Section | Page |
|---|---------------------------|-------------|
| Strikes And Lockouts | 17 | 63 |
| Temporary Transfers..... | Ltr#5 | 119 |
| The Affiliates Plan..... | Appendix A-4 | 98 |
| Time Clocks..... | 5.09(4) | 22 |
| Tools..... | 16.09 | 60 |
| Trade Apprenticeship Program | Appendix B-2 | 103 |
| Training Practises Committee | Ltr#6 | 119 |
| Translation | 33 | 91 |
| UFCW/Maple Leaf Foods Inc. Benefit | | |
| Trust Fund..... | Appendix A-1 | 95 |
| Union Representative's Visits | 18 | 64 |
| Union Shop..... | 2 | 12 |
| Vacancies / Classification Postings..... | 9 | 36 |
| Vacation Scheduling | 14.08 | 49 |
| Vacations with Pay..... | 14 | 45 |
| Wages, Referral | 12 | 44 |
| Witness Fees..... | 19.07 | 70 |

EXPIRY DATE: DECEMBER 31, 2025

AGREEMENT BETWEEN:

**MAPLE LEAF CONSUMER FOODS
INC.,** a body corporate carrying on
business in the province of Manitoba
(hereinafter referred to as the “Company”)

AND

**UNITED FOOD & 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 co-operate in establishing and maintaining
conditions which will promote a harmonious
relationship between the Company and the
employees covered by this Collective Bargaining
Agreement, to provide methods for fair and
amicable adjustment of disputes which may
arise between them and promote efficiency and
improved operations;**

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

1

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Company agrees to recognize the Union as the sole agency for the purpose of collective bargaining for all employees working at its meat processing facility, whether full-time or part-time, at its plant located in the Province of Manitoba, save and except working supervisors and those above such rank, security personnel, office and quality control persons, and those excluded by the Act.

Employees excluded from the bargaining unit, as indicated in **Article 1.01** above, will not perform bargaining unit work to displace an employee who would otherwise be entitled to a scheduled shift for such work.

2

ARTICLE 2 UNION SHOP

2.01 The Company agrees to retain in its employ within the bargaining unit, as outlined in **Article 1** of this Collective Bargaining Agreement, only members of the Union in good standing. The Company shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official membership application form within

ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.

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

2.03 The Company agrees to forward a Membership Application **electronically** duly completed, as attached to this Collective Bargaining Agreement, to the Union within ten (10) calendar days from date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the Membership Application. The Membership Application in Exhibit One will be used for the duration of the Collective Bargaining Agreement.

2.04 **No Harassment/Discrimination**

- (1) The Company and the Union agree that the plant should be free of harassment and the Company and the Union agree to cooperate with each other in preventing and eliminating harassment.
- (2) It shall continue to be the policy of the Company and of the Union not to discriminate against any employee because of race, colour, creed, ethnic or national origin, gender, sexual orientation,

family status, physical or mental handicap, marital status or Union activity.

3

ARTICLE 3 DEDUCTION OF UNION DUES

3.01 The Company agrees to deduct from the wages of the employee such union dues and initiation fee as are authorized by regular and proper vote of the membership **or the Executive Board** of the Union **whichever is appropriate**. The Company further agrees to deduct the union dues automatically from the wages of new or rehired employees' first and subsequent paycheque(s). Monies deducted during any month shall be forwarded **electronically by direct deposit** by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) week accounting period and accompanied by a four week or monthly electronic remittance of the names, Social Insurance Numbers and plant numbers of the employees for whom deductions were made and the amount of each deduction.

4

ARTICLE 4 PROBATIONARY PERIOD

4.01 **Effective January 1, 2021, new employees shall be on probation for a period of**

twenty six (26) weeks for full time employees and one thousand and forty (1040) hours for part time employees. Effective January 1, 2022 and later, new employees shall be on probation for a period of twenty-two weeks for full-time employees and **nine** hundred and eighty (**980**) hours for part-time employees. The Company, at their discretion, may discharge any probationary employee within the above time limit(s) and said employee shall have no recourse to the Grievance and Arbitration **Articles** of this Collective Bargaining Agreement.

ARTICLE 5 HOURS OF WORK

5

5.01 The normal basic work week for full-time employees shall be **thirty (38) or** forty (40) hours per week, to be worked in five (5) consecutive shifts of eight (8) hours each scheduled by management **and/or four (4) shifts of nine and a half (9.5) hours each scheduled by management** and/or four (4) consecutive shifts of ten (10) hours each scheduled by management. The Company and the Union agree that in the event of a shortage of raw material, breakdown of machinery, epidemics, circumstances beyond the control of the Company, reconfiguration of equipment, or market conditions, full-time employees may work less than forty (40) hours per week.

No full-time employee shall be called in to work for less than four (4) hours.

5.02 With the exception of the meal and rest periods referred to in **Article 5.10**, a full-time employee's shift for the day shall be comprised of consecutive hours of work.

5.03 For full-time employees who are scheduled five eight-hour shifts in a work week and a General Holiday falls during one of the scheduled work days, and the plant closes on said day, an employee shall work thirty-two (32) hours that week and receive forty (40) hours pay. If a General Holiday falls outside a full-time employee's scheduled work week, such employees shall be paid for all the hours worked in the week of the General Holiday plus eight (8) hours pay for said General Holiday. If two General Holidays fall in the same calendar week, a similar entitlement procedure as above shall apply.

5.04 For employees who are scheduled to work four ten-hour days a week and a General Holiday falls during a scheduled work day, and the plant closes on said day, an employee shall work thirty (30) hours and be paid forty (40) hours for that week. If a full-time employee works a 10-hour 4-day week and the General Holiday does not fall in his scheduled work week, he shall receive an additional ten (10) hours pay for the General Holiday in addition to all the hours worked and paid in the week of the General Holiday. The same procedure shall apply when two (2) General Holidays fall in a calendar week.

For employees who are scheduled to work four nine and a half (9½) hour days a week and a

General Holiday falls during a scheduled work day, and the plant closes on said day, an employee shall work twenty eight and a half (28 ½) hours and be paid thirty eight (38) hours for that week. If a full-time employee works a four day nine and a half (9½) hour week and the General Holiday does not fall in his scheduled work week, he shall receive an additional nine and a half (9½) hours' pay for the General Holiday in addition to all the hours worked and paid in the week of the General Holiday. The same procedure shall apply when two (2) General Holidays fall in a calendar week.

5.05 All employees shall have a minimum of twelve (12) hours off between scheduled shifts, except in case of emergency where there will be a minimum of eight (8) hours off between scheduled shifts. In any event, the Company and the Employee may agree to a shorter period between shifts. Emergency shall be defined as any unexpected absence of employees due to illness, injury, mechanical breakdown, or in situations beyond the control of the Company.

5.06 The Company shall grant employees either two (2) consecutive days off per week or three (3) consecutive days per week off, consistent with either an eight (8) hour five (5) day work week, a nine and a half (9 ½) hour four-day work week or a ten (10) hour four-day work week. The Company shall grant employees a minimum of two (2) consecutive days per week off, consistent with a nine and a half (9½) hour shift in Bacon Production for the "C" shift.

5.07 The Company agrees to notify full-time employees, at least one week in advance, or at the commencement of employment, whether they will work an eight-hour five-day work week or a ten-hour four-day work week. The Company's operation shall be a seven-day work week operation, from Sunday to Saturday inclusive. There will be three (3) shifts in a twenty-four (24) hour work day, designated as the Day Shift, Afternoon Shift, or Night Shift.

5.08 **Part-time Employees' Hours of Work**

The Company may hire up to forty-seven and one-half (47.5%) percent of the work force as part-time employees. **Effective July 1, 2022, the Company may hire up to thirty-five (35%) percent and effective July 1, 2023, the Company may hire up to thirty (30%) percent.** Calculation of the percentage shall take place every four (4) calendar weeks and shall be based on the total number of employees in the bargaining unit, each and every week. If the percentage of part-time employees exceeds **the scale of percentages above** in any one week, the number of part-time employees who are in excess of **that percentage** shall be the number used to pay the most senior part-time employees the hourly rate of pay for the next higher classification (using the part-time employees' experience) for all hours worked by said employees. (i.e. If the Company has 400 employees in the bargaining unit and 200 **(for forty seven and a half (47.5%) percent or 140 employees for thirty-five (35%) percent or 120 employees (for thirty (30%) percent)** in one week were part-time, the 10 most senior part-time

employees will receive the hourly rate of pay for the next higher classification as indicated above for the number of hours that those 10 senior employees worked during that week.) For further clarification if the 10 most senior part-time employees were at the 12 month rate in the skilled classification, they would receive the 12 month rate in the Trades Without License classification for all hours worked that week.

Said part-time employees may be scheduled to work less than forty (40) hours a week, but will not be scheduled to work less than four (4) hours in any one shift when scheduled or called in to work.

5.09 **Scheduling and Posting Work Schedule**

- (1) Scheduling shall be done by the Company for full-time employees by classification within each department and by seniority, and for part-time employees shall be done by department and by seniority. Both full-time and part-time shall be scheduled as indicated above, provided that the employee has the ability to perform the normal functions of the **classification**. The plant shall be divided into the following departments:

- 1) Ham Boning a.m.
- 2) Ham Boning p.m.
- 3) Ham Boning Pack Off
- 4) Pumping Days

-
- 5) Stuffing Days
 - 6) Tumble Days
 - 7) Smokehouse Days
 - 8) Smokehouse p.m.
 - 9) Pumping Nights
 - 10) Stuffing Nights
 - 11) Tumble Nights
 - 12) Smokehouse Nights
 - 13) Packaging a.m.
 - 14) Packaging Nights
 - 15) Sausage
 - 16) Shipping a.m.
 - 17) Shipping p.m.
 - 18) Shipping Nights
 - 19) Sanitation a.m.
 - 20) Sanitation p.m.
 - 21) Sanitation Nights
 - 22) Plant Services
 - 23) Maintenance
 - 24) Powerhouse
 - 25) Waste Water
 - 26) Bacon Packaging Days (A)
 - 27) Bacon Packaging Days (B)
 - 28) Bacon Packaging Days (C)

-
- 29) Bacon Packaging Nights (A)
 - 30) Bacon Packaging Nights (B)
 - 31) Bacon Packaging Nights (C)
 - 32) Bacon Shipping Days
 - 33) Bacon Shipping Nights
 - 34) Bacon Injection Days
 - 35) Bacon Injection Nights (A)
 - 36) Bacon Injection Nights (B)**
 - 37) Bacon Injection Nights (C)**

The Company has the ability to create additional departments during the life of this Collective Bargaining Agreement for legitimate business reasons, providing it informs the Union of its intention within a reasonable period of time of not less than thirty (30) calendar days before establishing the new department(s).

- (2) The Company shall post a work schedule for all employees, either working full-time or part-time, no later than Thursday of each week for the following week. If the schedule is not posted by Thursday at 6:00 p.m., then the schedule already posted shall apply for the following week.

The Company has the right to call in part-time employees not previously scheduled to work if required by the business, provided that a senior part-time employee in the department is not available to work

the hours and provided it does not result in overtime hours being scheduled.

- (3) A schedule of employees working full-time may be changed without notice in the event of unscheduled absence of employees or in the event of emergencies, such as snow storm, flood, breakdown of machinery, or other instances of force majeure. In all other cases, except by mutual agreement between the Company and the employee, at least forty-eight (48) hours' notice of change must be given, or four (4) hours' additional pay, at the straight time rate, in lieu of notice.

The foregoing shall not apply to employees other than full-time. Notice to such other employees shall be given as far in advance as possible, by the Company. In the case of a shift cancellation for part-time employees, a minimum of twelve (12) hours' notice shall be given, or four (4) hours additional pay at straight time shall be paid by the Company in lieu of notice, except in the event of an emergency as defined in **Article 5.05**.

(4) **Time Clocks**

The Company shall provide time clocks to enable employees to record their own time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal

periods and such other recordings as may be required by the Company.

5.10 **Meal and Rest Periods: All Employees**

- (1) A daily shift of four (4) hours and up to and including five (5) hours shall have one (1) rest period with pay.
- (2) **An employee** working a daily shift of more than five (5) hours, but less than seven (7) hours, shall have one (1) rest period, with pay, and one (1) thirty (30) minute meal period, without pay.
- (3) **An employee** working a daily shift of more than seven (7) hours and up to eight (8) hours shall have one meal period of thirty (30) minutes without pay and two rest periods with pay scheduled approximately in the middle of each period before and after the meal period.
- (4) Rest periods for all employees shall not begin until one (1) hour after commencement of work or shall end not less than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.
- (5) If an employee is required to work overtime on the completion of an eight (8) hour shift or ten (10) hour shift, and if the Company does not schedule a meal period without pay, then the employee will be scheduled a fifteen (15) minute rest period with pay within half an hour of the end of the first

shift, providing the overtime is for two (2) hours or more.

- (6) The Company and the Union agree that a rest period scheduled by the Company shall be of fifteen (15) minutes' uninterrupted duration.
- (7) The Company and the Union agree that a meal period without pay for employees working a daily shift of eight (8) or ten (10) hours shall be thirty (30) minutes' of uninterrupted duration and shall start not earlier than three (3) hours nor later than five (5) hours after commencement of the employee's shift.

5.11 **Personal Breaks**

- (a) The Union agrees that except in cases of personal necessity, employees shall not ask for additional time off during the working day. The Union agrees that rest periods must not be abused.
- (b) Employees shall not be disciplined or discharged as a result of authorized usage of time for personal breaks granted by the Company. However as a deterrent to excess usage the following measures will apply:
 - (i) Employees will have the time used on each break deducted from their weekly hours worked.

-
- (ii) Employees who for reasons supported by medical documentation show a specific condition to exist which necessitates greater use of the washroom will not have time deducted for use of the washroom.
 - (c) The Union agrees to work with the Company to deal with employees who are abusing personal breaks.

5.12 **Clean Up Time**

Employees will be allowed sufficient clean up time with pay in order to meet the sanitation expectation of the Company including that of HACCP. Employees must punch out prior to changing into their street clothes. The allotted clean up time that extends beyond the normal shift end due to employees being required to work, will be paid at the rate of time and one-half (1½) the employee's regular rate.

5.13 If inclement weather occurs which results in Winnipeg Transit not operating or is late to the plant, or road closures (by the Department of Highways, RCMP or the Winnipeg Police Service) outside the city of Winnipeg, which results in an employee being unable to attend work or late for work, the employee will not be subject to any disciplinary action, and the absence will be considered to be excused, for all purposes including any bonuses.

6.01 The Company agrees to pay an employee time and one-half ($1\frac{1}{2}$) for any time worked after completing either an eight (8) hour shift, **a nine and a half ($9\frac{1}{2}$) hour shift for employees who work four (4) nine and a half ($9\frac{1}{2}$) hour shifts** or ten (10) hour shift for employees who work four (4) ten (10) hour shifts.

The Company agrees to pay an employee time and one-half ($1\frac{1}{2}$) for any time worked after (s)he has worked forty (40) hours in a week which have been paid at straight time rates **(thirty eight (38) hours for employees who work four (4) nine and a half ($9\frac{1}{2}$) hour shifts)**. The forty (40) hours referred to above will be reduced as indicated in **Articles 5.03 and 5.04.**

6.02 Overtime shall be by mutual consent and shall be offered to the most senior employee(s) on the shift, in the department, by classification, and thereafter in descending order of seniority, providing the employee has the ability and qualifications to perform the required work. **For the purposes of overtime, GL 1, GL 2 and SS1 will be combined into a single classification; SS 2, SK 1 and SK 2 will be combined into a separate classification.** It is further understood that the efficient operation of the business may require overtime and in this event the most junior employee(s) on the shift in the

department, by classification, in increasing order of seniority, who have the ability and qualifications to perform the work, shall then do the required work. The process of requesting overtime will be done by canvassing employees, but the Company may use a sign-up sheet as an alternate method.

If any qualified employee is inadvertently missed in this rotation more than once in a six (6) month period, then the Company agrees to pay said employee either two (2) hours at straight time if it is after their regular scheduled shift, or five (5) hours at straight time if they are missed for overtime on a non-regular scheduled workday.

Where possible, requests for daily overtime will be made no later than the end of an employee's lunch period.

6.03 There shall be no pyramiding of overtime.

6.04 When a full-time or part-time employee is working on a General Holiday as indicated in **Article 11** said employee shall receive time and one-half (1½) at their regular rate of pay for all time worked and in addition shall receive the General Holiday pay that the employee would have received had said employee not worked on the General Holiday.

6.05 An employee who is sent home during their regular work week due to a lack of work and is then requested to work on **an unscheduled workday** will receive the applicable overtime rate.

6.06 **Overtime Meal**

When an employee works four (4) hours or more of overtime, said employee shall be provided with a hot meal by the Company, or pay in lieu in the amount of **ten (\$10) dollars**.

6.07 All overtime scheduled prior to the start of an employee's regular shift shall be paid at time and one-half (1½) their regular hourly rate of pay regardless of whether they are required to work their full shift. This provision shall not apply in the event an employee requests to leave before the end of their regular scheduled shift.

6.08 Effective June 1, 2021, the Company will allow employees to bank a maximum of forty (40) regular hours (twenty-six point seven (26.7) hours of overtime) from January 1 to December 25. Banked overtime can be utilized for non-production days and pre-approved unpaid personal leaves.

Should an employee wish to bank their overtime, the following procedure(s) will apply.

- 1. Time off must be requested at least twenty-four (24) hours in advance and will not be unreasonably denied.**
- 2. Each employee must declare their preference with respect to banking**

of overtime by December 1 of each year. Employees must declare their preference by May 1 in 2021.

- 3. Overtime will be banked as regular hours, one and one half (1½) regular hours for each hour worked.**
- 4. Outstanding banked overtime as of December 31 of each year will be paid out at the rate it was accrued.**
- 5. Overtime worked on a General Holiday will not apply.**
- 6. Should an employee reach their maximum entitlement in their bank and continue to work overtime, no further hours will be banked for that year and additional overtime will be paid out accordingly as it is earned.**

ARTICLE 7 SENIORITY

7

7.01 Seniority is defined as the length of an employee's seniority with the Company from the employee's original date of hire, which shall include a period or periods that an employee may have been on a leave of absence authorized by the Company, or in a position excluded from the bargaining unit, effective April 1, 1999.

The date for full-time employees shall be the date of appointment to a full-time position. The

Company and the Union agree that if a part-time employee is appointed to a full-time position during their probationary period as indicated in **Article 4.01**, that employee must still complete their probationary period until (s)he has worked eight hundred and eighty (880) hours including his part-time and full-time hours.

If employees begin work or are hired on the same date, seniority ranking shall be determined from their date of application to the Company. If the date of application is the same, the ranking shall be established using their birth date, defined for these purposes as the month and day.

7.02 The Company agrees to provide a seniority list to the Union and have same posted on the premises four (4) times a year; namely, January 1, April 1, July 1 and October 1 of each year. A copy of said seniority list shall be delivered to the Chief Steward and Assistant Chief Steward. When an employee completes the probationary period and attains seniority, as defined herein, the Union will be advised by the end of the payroll week next following.

7.03 The seniority shall be considered broken and employment terminated if an employee:

- (1) is duly discharged by the Company and not reinstated through the Grievance and/or Arbitration procedure of this Collective Bargaining Agreement;

-
- (2) voluntarily quits or resigns;
 - (3) has been laid-off continuously for a period of more than twelve (12) months or is called back to work after a lay-off and does not return to employment within the time as set out in **Article 8**;
 - (4) is absent from work without a written leave of absence for more than three (3) working days, unless a satisfactory reason is given by the employee. Sickness or inability to communicate with the Company shall be considered a satisfactory reason;
 - (5) fails to return to work on the completion of an authorized leave of absence, unless a satisfactory reason is given by the employee. Sickness or inability to communicate with the Company shall be considered a satisfactory reason.
 - (6) has not worked for a period of two (2) years or longer due to illness or injury, unless by mutual agreement between the Company and the Union that the period should be shortened or extended. Prior to an employee who is absent from work due to illness or injury being terminated, the Company and the Union will meet to discuss the particular circumstances of the employee in question. The termination of an employee in these circumstances will not affect their eligibility for benefits under LTD. If the parties are unable to agree on the status of the employee, the Company

maintains the right to terminate the employee subject to the Union maintaining the right to grieve the validity of such termination.

The employee understands that any termination that is mutually agreed upon between the Company and Union shall be deemed for just cause.

7.04 Seniority shall be the governing factor in matters of promotion, lay-off, choice of shift, recall, reduction from full-time to part-time, and choice of vacation schedule, providing the employee has the ability to perform the normal functions of the job requirements.

7.05 In the event an employee's status changes from full-time to part-time either at the direction of or with permission of the Company, their seniority date will be their most recent date of hire. When an employee's full-time status is changed to part-time status due to circumstances of maintaining an efficient operation it is understood that such employees shall be considered for full-time positions before employees who have requested full-time employment before any posting is made by the Company.

7.06 The Company agrees to give one (1) week's notice prior to changing an employee's status from full-time to a part-time basis.

7.07 It will be the responsibility of each employee to keep the Company and the Union advised at all times of their current address and telephone number, either temporary or permanent.

7.08 **Part-time**

Part-time employees will have seniority only within the part-time seniority list, and full-time employees will have seniority over part-time employees. For scheduling purposes, part-time employees will still be scheduled separately from full-time employees. Said scheduling shall be done by department, by seniority, providing the employee has the ability to perform the normal functions of the job. The Company agrees to schedule part-time employees as indicated above in order that a senior part-time employee, if hours are available when scheduling a week, may be scheduled up to forty (40) hours.

ARTICLE 8
LAY-OFF AND
RECALL FROM LAY-OFF

8

8.01 **Lay-off Notice / Definition**

- (a) A lay-off, for the purpose of this **Article**, shall be defined as a layoff of seven (7) consecutive calendar days or longer.
- (b) In the case of lay-off of employees with

less than six (6) months seniority, the Company agrees that two (2) working days notice shall be given. For employees with six (6) months or more of service, two (2) working days notice shall be given for each year of service, up to a maximum of five (5) working days.

8.02 Lay-offs and recall to employment shall be based on seniority, i.e., the last hired employee shall be the first laid-off, and the last laid-off shall be the first recalled, provided the senior employee is able to perform the normal functions of the job, or can qualify reasonably quickly. Those given such opportunity to qualify must within seven (7) working days demonstrate ability to perform the assigned classification satisfactorily.

Part-time employees shall be laid-off prior to full-time employees on the criteria set out above. Full-time employees shall be recalled prior to part-time employees on the criteria as set out above.

8.03 In the event that a full-time employee is laid-off due to reduction of business, said employee would be entitled to displace the most junior full-time employee in another department within his classification, and be given an opportunity to demonstrate his ability to perform the normal functions of the **classification** within one week, except in the event of permanent closure of a

department or a job becoming redundant, in which case this period of time shall be up to ten (10) working days. When a junior full-time employee is displaced by another senior employee as indicated above, (s)he shall be offered the opportunity to remain part-time in his classification in another department, by displacing the most junior employee, or by displacing the most junior part-time employee, or displacing the most junior full-time employee in a lower rate of pay classification, or be laid-off if the employee so chooses.

8.04 Any employee who has been notified at his or her last known address to return to work, and within five (5) calendar days has failed to do so without reasonable excuse, shall be considered to have quit their employment voluntarily and their existing seniority rights shall be therefore terminated. When such notice is sent to any employee, a copy thereof shall be sent concurrently to the Union.

8.05 The Company agrees to supply a list of laid-off or recalled employees, excluding those on probation, on the day an employee is given notice of lay-off or given notice of recall to the Chief Steward and a copy of same faxed to the Union.

ARTICLE 9 VACANCIES / CLASSIFICATION POSTINGS

9.01 Classification vacancy(ies) are newly created positions or positions that have been vacated by an employee that are required by the Company to meet its business obligations. When the Company determines that there is a permanent vacancy **in a semi-skilled classification or higher** or any additional positions **in a semi-skilled classification or higher** it shall be posted on the bulletin board for three (3) working days. Said classification vacancy to be filled shall be awarded to the senior qualified employee within fifteen (15) calendar days from the end of the three (3) day posting, providing the remaining employees can satisfactorily and efficiently perform the work required, but in any event said classification vacancy shall be awarded within forty-five (45) calendar days and the employees movement to the awarded position shall not be unreasonably delayed. The name of the successful applicant is to be posted on the bulletin board.

Employees requesting to transfer department or shift shall express their interest to the Company on a form provided by the Human Resources Department. As General Labour 1 and General Labour 2 positions become available, they will be awarded to the most senior employee who has expressed their interest in a transfer. Employees awarded positions through this process will automatically qualify for the role without

a required training or qualification period. Successful transfers under this provision will be subject to Article 9.05.

9.02 The Company will provide copies of **classification** postings, applicant lists and the name of individual(s) awarded the job to the Chief Steward.

9.03 Vacancies occurring as a result of filling a temporary position **for a duration of six (6) months or less** will be filled by Management, by giving an opportunity to senior qualified employees to fill the vacancy, provided they possess the knowledge, training, ability, and physical fitness for the vacant position. Successful applicants for a temporary vacancy must remain in the position until the incumbent returns to work, or may be released earlier if the Company approves. **Temporary vacancies of greater than six (6) months shall be posted.**

9.04 **Classification** postings shall identify the classification, hours of work, which means the starting and quitting time, the days of the week and the department. Maintenance postings shall also indicate the primary department that the employee will be required to work in.

9.05 Successful applicants under this provision may not apply for a further classification posting until they have worked nine (9) months in the position,

except if the employee is applying to a higher paid classification in their department, or if the posting is in the maintenance department and the employee is already working in the same department that the posting is designated for, or if the employee has worked in that department in the last twelve (12) months. Successful applicants who are removed by the Company will not be subject to the nine (9) month bar.

9.06 Employees who are on Workers Compensation, weekly indemnity, personal leave of absence, or vacation for more than one month shall be bypassed when granting the bid position.

9.07 It is understood that an employee with seniority must possess the knowledge, training, ability and physical fitness for the vacant position, which will be tested when the company gives the senior employee a reasonable training period **with a qualified trainer** to demonstrate their knowledge, training, ability and physical fitness for the position to which the employee applied. For semi-skilled positions, the training period will be up to ten (10) working days but no less than two (2) working days, and for skilled positions, the training period will be up to twenty (20) working days but no less than five (5) working days. **The training periods may be shorter if the employee self-disqualifies.**

The company agrees that the training/qualifying periods indicated above are the period

of time that the company assigns in order to form an opinion as to whether or not an employee will eventually be able to perform the work without instruction or assistance. The Company and the Union agree that during said training/qualifying period said employee shall be paid the rate of pay of the position they are vacating. Upon completion of the training/qualifying period, or forty-five (45) calendar days from the date of the award whichever is less, the employee shall be paid the rate of the **classification** applied for.

If the employee has performed the said job in a classification within the last twenty-four (24) months, and can still perform the said job, there will not be a need for a trial period.

9.08 An employee cannot qualify for the classification if said employee is causing serious loss or damage to product or equipment or inefficiency in the operation. Under these circumstances, the employee may be removed at any time and returned to his or her former position.

9.09 An employee who successfully bids on a position may opt to return to their former position at anytime during the training period without penalty. An employee can exercise this option only once every calendar year.

9.10 It is understood that employees who post

to a lower paying **classification** will be paid the rate of the **classification** to which they post.

9.11 A part-time employee may become a full-time employee when either of the following circumstances arise:

- (a) a part-time employee successfully bids for a full-time position and is awarded the position as per **Article** 9.01 above; (the Company and the Union agree that full-time employees shall be given preference over part-time employees when full-time positions are available.) or
- (b) a part-time employee has worked the same number of hours as a full-time employee over a three (3) calendar month period. They shall then be deemed to be a full-time employee and shall receive pay and benefits according to the full-time employee's classification in the collective bargaining agreement. The exception to this rule shall be when a part-time employee is specifically informed that he is replacing an employee for vacation purposes, leave of absence, illness or injury, or workers compensation for a period not exceeding six (6) calendar months.

ARTICLE 10

JOB ROTATION COMMITTEE

10

10.01 The Job Rotation Committee will identify the positions within each classification and employees will be allowed to rotate jobs within their classifications in order to promote greater productivity, safety on the job, and job satisfaction. **It is understood that positions from different classifications can rotate provided that rotating employees have the ability to perform all of the jobs in the rotation.** The Job Rotation Committee agrees to consult with the affected employees to determine job rotation based on the principle that there is no job ownership. The length of time or duration shall be determined by the Job Rotation Committee, consistent with the objectives of the rotation system.

The Company agrees to form a job rotation committee composed of two (2) employees designated by the Union, one of whom may be a full time Union Representative, and two (2) Company representatives designated by management.

In identifying the position(s) within each classification for rotation, the committee shall take into consideration the safety and ergonomic needs of the employee(s), their ability to do other job(s), and the length of time that employee(s) have been working on a similar job. The Company agrees that not necessarily all jobs will rotate.

The Job Rotation Committee shall meet

not less frequently than quarterly unless the parties mutually agree to a different schedule.

11

ARTICLE 11 GENERAL HOLIDAYS

- 11.01 (a) The Company agrees to pay all regular employees eight (8) hours, nine and a half (9½) **or ten (10)** hours as the case may be at their regular rate of pay for eleven (11) paid General Holidays, namely:

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

and any other days declared by the Federal or Provincial Government. For employees working ten (10) or twelve (12) hour shifts or those working regular overtime, it will be their average length of shift in the last four (4) week period.

If a General Holiday does not fall on a work day within the scheduled work week of an employee, he or she shall receive either an additional eight (8), nine and a half (9½) **or ten (10)** hours' pay or another day off with pay, which is mutually agreed

upon between management and the union, provided it is approved by a majority of the employees.

- (b) The above General Holidays indicated in 11.01 (a) above shall be observed on the date they fall unless they fall on a Saturday or Sunday in which event the closest Friday or Monday shall be the designated day. No later than October 1st of each year, the Union and the Company may mutually agree to observe an alternate date for Remembrance Day, Christmas Day, Boxing Day and New Year.

11.02 In order for a full-time or part-time employee to receive pay for a General Holiday, (s) he must not have been voluntarily absent from work on the scheduled work day prior to or following such holiday except for illness supported by medical documentation.

Any employee on leave of absence granted by the Company, at the request of the employee, shall not qualify for a General Holiday with pay if (s)he is absent on both their last scheduled work day prior to, and their first scheduled work day following the General Holiday.

Any employee receiving a payment for a General Holiday under Weekly Indemnity benefits or Workers Compensation, or sick days, or who has been laid off, shall not be entitled to General Holiday pay.

11.03 Eligible full-time employees shall suffer no reduction in their pay for a General Holiday as set out in 11.01 above, and shall be paid as indicated in **Articles 5.03 and 5.04** of this agreement.

11.04 When a General Holiday falls on a regular scheduled day, eligible part-time employees shall be compensated for general holidays based on their average hours worked during the last four (4) weeks.

If the Holiday falls on a non-working day, eligible part-time employees shall receive five (5%) percent of the employee's total wage, excluding overtime, for the four (4) week period immediately preceding the Holiday.

12

ARTICLE 12 WAGES

12.01 The minimum hourly rates of wages for all employees coming under this Agreement shall be as set out in Appendix "B" of this Agreement. The rates of pay provided in Appendix "B" are minimum rates and apply to the classifications. The Company reserves the right to pay employees within a classification higher than the classification rate.

12.02 **Injury at Work**

An employee injured while working in the plant shall suffer no loss of earnings for the hours he

or she would have normally worked but were lost on the day in which the accident occurred. Employees will be required to provide written confirmation from the attending physician of treatment and inability to return to the workplace for the balance of the shift if requested by management.

ARTICLE 13 MODIFIED DUTIES / ALTERNATE WORK ARRANGEMENTS

13

13.01 The Company and the Union, whenever needed, will meet to arrive at a mutually satisfactory agreement to find suitable duties and alternate work arrangements for employees who may have physical restrictions. Employees who are accommodated to these positions shall be considered to be temporarily assigned to the positions, which shall not exceed sixty (60) calendar days except by mutual agreement between the Company and the Union. Any employee who is accommodated to a new **classification** will be paid at their regular classification hourly rate during the aforementioned accommodation period.

ARTICLE 14 VACATIONS WITH PAY

14

14.01 Each year's vacation requirements for any full-time employee to qualify for the respective

periods of vacation with pay, as set forth below, are that they have not missed more than thirty (30) days during a continuous twelve (12) month period, but time for absence from work not to include:

- (1) the period of vacation;
- (2) time during which the employee has been authorized by the Company to be absent from work (including union leave);
- (3) time during which the employee has been on WCB (up to one (1) year) or short term disability;

Where a full-time employee does not qualify for vacation with pay as outlined above (s) he shall receive vacation pay calculated at two (2%) percent of their total wages earned for each week of vacation entitlement, for which no vacation allowance has been paid.

14.02 Full-time employees with less than one (1) year's seniority by April 1st will receive an amount equal to four (4%) percent of their total wages earned during the period of employment, for which no vacation allowance has been paid, up to April 1st and such vacation pay will be paid at the time they take their vacation. Such employee(s) shall be allowed time off for vacation purposes, without pay, up to two (2) consecutive weeks outside the period of April 1st to September 30th, inclusive, unless otherwise mutually agreed to between the employee and the Company.

An employee(s) will be eligible for a

vacation day(s) based upon the number of work days from the date of hire up to and including March 31st of the following year on the following basis: an employee will be granted a vacation day(s) on the basis of two hundred sixty (260) work days in the vacation year divided by twelve (12) months equalling one vacation day for every twenty one and two-thirds (21.66) work days to a maximum of ten (10) vacation days or major portion thereof. For greater clarity the following example is provided: if there are one hundred (100) work days from the date of hire to the following March 31st this is divided by twenty one and two thirds (21.66) days equalling four point six one (4.61) vacation days which is rounded up to five (5) days as the major portion thereof.

14.03 Vacation entitlement for full-time employees based on years of full-time seniority, except as defined in 14.19 below, will be as follows:

| | |
|---|---------------------------------------|
| one (1) or more years of service by April 1st | two (2) weeks' vacation with pay |
| five (5) or more years of service by April 1st | three (3) weeks' vacation with pay |
| ten (10) or more years of service by April 1st | four (4) weeks' vacation with pay |
| nineteen (19) or more years of service by April 1st | five (5) weeks' vacation with pay |

14.04 Employees with five (5) years of employment in the past ten (10) years, upon completion of one (1) year of full-time seniority from their most recent full-time employment date, shall be entitled to three (3) weeks' vacation with pay.

14.05 Full-time employees shall be granted a maximum of three (3) consecutive weeks' vacation with pay during the months of April 1st to July 31st (two (2) consecutive weeks' vacation with pay during the months of August 1st to September 30th), except as indicated in **Articles** 14.06 and 14.07, or unless otherwise mutually agreed to between the employee and the Company. Employees with more than two (2) weeks' vacation may elect to withhold booking one (1) week of their vacation entitlement and then request those vacation days in single days throughout the vacation year. These days must be pre-approved by the Company and will be subject to the demands of the business and the availability on the vacation schedule or if the Company is able to accommodate the request. One (1) day vacation requests will be approved on a first come, first serve basis. Employees may also elect to use vacation in order to make up for full lost days during a slow period.

Employees who are entitled to paid vacation under Article 14.03 may withhold booking vacation for the purposes of breaking into single days' vacation. Employees who have less than 10 years of service by April 1st may withhold one (1) week of their vacation entitlement and employees with 10 or more years of service

by April 1st may withhold two (2) weeks of their vacation entitlement. These single vacation days must be pre-approved by the Company and will be subject to the demands of the business and the availability on the vacation schedule or if the Company is able to accommodate the request. One (1) day vacation requests will be approved on a first come, first serve basis after April 1st of each year as per Article 14.08. Vacation taken in less than a one (1) week block will not be subject to Article 14.18 and pre-payment will not be provided. Partial vacation will be paid out the end of the vacation year.

14.06 Full-time employees entitled to three (3), or four (4) weeks vacation with pay shall be granted said vacations consecutively, except during the months of June, July, August, September and December, unless otherwise mutually agreed to between the employee and the Company.

14.07 The vacation period shall be from April 1st to March 31st, for all employees, unless otherwise mutually agreed between the employee and the Company.

14.08 **Vacation Scheduling**

Vacations may be granted at any time throughout the calendar year, subject to the demands of the business and up to a maximum of ten (10%)

percent of the employees in any department will be allowed vacation at the same time.

Beginning January 1st of each year, in each department, the Company through its working supervisor, shall ask each employee in each department their vacation preference for the first, second and third week of vacation entitlement, in order of seniority (fourth week if chosen in accordance with 14.06). Once the initial pass of requests has been completed, the process will start again in order of seniority so that employees can chose the balance of their vacation entitlement.

In the event that the Company receives vacation requests which, if granted, would exceed the ten (10%) percent maximum of the employees in the department, seniority shall govern. Preference will be given to the senior employees' vacation requests until the ten (10%) percent is met in the department.

This process shall be completed no later than March 1st of that year. The working supervisor and the Company, consistent with the above and the seniority provisions of the collective bargaining agreement, shall then post the approved vacation schedule no later than April 1st and it shall remain posted. Said approved vacation schedule shall not be changed unless mutually agreed between the employee and the Company. The Company will make a sincere effort to grant vacation time as requested by the employee.

In calculating the ten (10%) percent, the number will be rounded the closest whole number. If there are four (4) employees in a department, one

(1) employee would be allowed to go on vacation at a time.

14.09 When a General Holiday occurs during a full-time employee's vacation period, an extra day's vacation shall be granted, **an extra day's pay shall be granted, or the vacation period will be extended for an additional day**, if the holiday is one which the employee would have received had he or she been working. **The choice of which of the above options shall be at the discretion of the employee.** If granting an extra day's vacation will hamper operations or interfere with the arrangements of vacation schedules, an extra eight-hour day's pay **(or ten (10) hours or twelve (12) hours for those normally working ten (10) or twelve (12) hour shifts)** shall be given in lieu of an extra day's vacation.

14.10 A full-time employee's approved scheduled vacation dates will not be changed by the Company.

14.11 If a full-time employee is ordered by a physician to be confined to their home or in the hospital due to serious illness (not to include day surgery) or injury while on vacation, the employee may request that the balance of their vacation be rescheduled following the employee's return to work but at a time outside the vacation period from April 1st to September 30th.

14.12 Full-time vacation entitlement must be taken from April 1st to March 31st to coincide with the eligibility date of April 1st. Employees will be allowed to carry over two (2) weeks of vacation time and pay from year to year. Employees wishing to carry over vacation must notify Human Resources in writing no later than December 1st. Only full week(s) of vacation time will be permitted for carryover and will be booked in accordance with 14.08. Carried over vacation will be used after the current year's vacation has been exhausted and if not used will be paid out. All carried over vacation will be paid at the rate at which it was earned. The Company shall pay out any unused vacation owing within thirty (30) calendar days of March 31st.

14.13 Full-time employees who work less than one (1) year and whose employment is terminated, shall receive vacation pay calculated at four (4%) percent of their total wages earned for the period of time for which they have not received any vacation pay.

Part-time

14.14 Part-time employees will receive vacation pay allowance based on their previous year's total wages earned January 1st to December 31st, and same shall be paid during the month of April of each year. Entitlement will be based on years of seniority with the Company to December 31st of each year as outlined below:

| | |
|---|--------------|
| less than five (5) years | - 4% |
| five (5) years but less than ten (10) | - 6% |
| ten (10) years but less than nineteen (19) | - 8% |
| nineteen (19) years or more | - 10% |

14.15 Employees with five (5) or more years of employment in the last ten (10) years shall receive six (6%) percent of their total wages earned for the vacation period for which they have not received any vacation pay.

14.16 Upon written request of the employee, the Company agrees to grant time off for vacation purposes without pay, based on the full-time employees' schedule for the vacation entitlement for number of weeks entitlement only. Two (2) consecutive weeks shall be granted during the months of April, May, June, July, August, or September, the balance to be granted by the Company in any other month, unless otherwise mutually agreed to between the Company and the employee.

14.17 The words "total wages earned", wherever stated in this **Article**, shall be defined in The Employment Standards Code of the Province of Manitoba.

- (a) Employees who, during a vacation year ending March 31, are temporarily assigned to a higher classification for a minimum of

thirteen (13) consecutive weeks, will have their vacation pay adjusted at the end of the vacation year on a pro rata basis, rounded to the nearest week. For the purpose of calculating the thirteen (13) consecutive weeks referred to above, days that an employee is off work on vacation, General Holidays and days that an employee is off work but entitled to be paid under **Article 19.06 - Jury Duty**, **Article 19.07 - Witness Fees** or **Article 19.08 - Bereavement Pay** will not be included in the calculation of the thirteen (13) weeks but will also not be considered to break the continuity of the thirteen (13) consecutive weeks. For example, if an employee is temporarily assigned to a higher classification for eleven (11) consecutive weeks and then is off work on vacation for two (2) weeks, (s) he would have to be temporarily assigned to the same higher classification for two (2) more consecutive weeks following their return from vacation in order to trigger this clause. Employees who are absent for any day for any other reason will be deemed to have broken the period of thirteen (13) consecutive weeks and must start a new period of thirteen (13) consecutive weeks in order to qualify.

- (b) In the event an employee takes a permanent position in a higher classification during the same vacation year as the temporary assignment, then sub (a) above shall not

apply.

- (c) The vacation pay adjustment shall be paid on the first pay period after March 31 of each successive year.

14.18 The Company reserves the right to determine the vacation period for each employee, subject to the seniority provisions of this Collective Bargaining Agreement.

14.19 For the purpose of vacation entitlement in **Article 14**, years of seniority as indicated above shall not include periods of time when an employee has been laid-off.

ARTICLE 15 MANAGEMENT'S RIGHTS AND FUNCTIONS

15

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

15.02 The Company shall be the sole judge as to the products to be handled in its plant.

15.03 The exercise of the foregoing rights shall not alter any of the specific provisions of this Collective Bargaining Agreement.

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

16

ARTICLE 16 HEALTH AND SAFETY

16.01 The Company and the Union shall make every reasonable provision for the safety and health of the employees during the hours of their employment.

16.02 **Health and Safety Committee**

The Company and the Union agree to set up a Safety Committee of twelve (12) members with equal representation from both parties, and, in addition, add another one (1) committee member for each side for each additional five hundred (500) employees in the bargaining unit (over one thousand (1,000)). The functions of this committee are to see

that safe working conditions for all employees are maintained. Meetings of the Safety Committee shall be held monthly during regular working hours. Whenever possible, such meetings will be held in the third week of each month. Upon management approval all time spent investigating health and safety issues and attending health and safety meetings shall be paid time.

The Company agrees to grant sufficient time off for the Committee/Chairperson to perform their duties.

The committee will also be responsible for dealing with the effect of ergonomics in the workplace. This will include identifying and analyzing work practices and procedures and making appropriate recommendations.

16.03 The Company agrees to pay up to **four (4)** normal working days (**two (2) paid by the Company and two (2) paid by the Union**) per person per year for all Safety Captains and up to **five (5)** normal working days (**two (2) paid by the Company and three (3) paid by the Union**) per person per year for members of the Safety Committee to attend seminars, courses, or conferences. The time and scheduling for this time off is to be mutually agreed upon between the Company and the Union.

16.04 No employee shall be sent from one extreme temperature working condition to another in the same day, such as from a smokehouse to a freezer

or cooler without a minimum of ten (10) minutes as a cooling off period.

16.05 First aid shall be available for workers on all shifts.

16.06 **Right to Refuse Dangerous Work**

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

16.07 Protective devices and other equipment not indicated in 16.08 deemed necessary to properly protect employees from injury shall be provided by the Company. Protective devices and equipment

provided by the Company will be in good condition and in the proper size, provided a supplier of the proper size is available. If the proper size is not available, then they will be altered to fit for those employees agreed to by the health and safety committee. All safety equipment will be of good quality.

16.08 **Protective Clothing / Equipment provided by the Company**

Laundered cooler coats, pants (shirts as required), aprons, rubber footwear, wetwear, “mousetraps”, knives, steels, scabbards, safety head gear, coveralls, mesh gloves, rubber gloves, hair nets, head shroud, beard nets, cotton gloves, and freezer jackets shall be provided by the Company, and replacements shall be supplied as authorized by Supervision as needed. The supply of equipment or replacement of equipment as indicated above shall be at no cost to the employee(s).

Protective clothing and/or equipment provided by the Company will be in good condition and in the proper size, provided a supplier of the proper size is available. If the proper size is not available, then they will be altered to fit for those employees agreed to by the health and safety committee. All safety equipment will be of good quality.

Employees who intentionally damage protective clothing and/or equipment provided by the Company will be responsible for the cost of repair or replacement of same. Replacement of freezer jackets, knives and safety equipment shall be provided

on a 1-for-1 exchange basis at the discretion of the Supervisor.

16.09 **Tools**

Employees must supply their own tools. The Company agrees to give each employee required to use their own tools a tool allowance of three hundred (\$300.00) dollars every six (6) months, based on their date of hire.

16.10 **Knife Sharpening**

If the Company does not designate an employee to be a knife sharpener on a shift, the Company agrees to provide sufficient time off, with pay, during the shift for knife sharpening purposes.

16.11 **Safety Boots**

The Company reserves the right to determine footwear suitable for areas within the Plant based upon safety, durability and quality requirements. This footwear must remain on company premises to maintain quality and food safety standards. Employees are expected to maintain footwear in good condition.

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

be a disagreement between the Supervisor and the employee over whether the boots require earlier replacement due to wear and tear, the matter will be referred to the Health and Safety Committee for determination.

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

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

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

The Company will supply boots, where they do not supply boots or where it is required to meet a medical accommodation, employees will be entitled to purchase their own CSA approved safety boots from the approved vendor for a total maximum reimbursement of one hundred and seventy five (\$175.00) per calendar year.

Employees required to wear NEOS boots will be provided with the option of receiving an approved under-shoe at the approved vendor, after notifying their Supervisor, up to a maximum reimbursable amount of fifty (\$50.00) dollars per calendar year. These shoes will remain the property

of the Company and will follow the same rules and procedures as outlined with the boot allowance policy above.

16.12 Health and Safety Cooperation / Reduction of Accidents & Injuries / Ergonomics

The Company and the Union agree to cooperate with the Joint Health & Safety Committee to identify and keep track of injuries occurring in the plant with a view to jointly working towards the elimination of all accidents in the workplace. In order to accomplish and work toward this goal, the Company agrees to give copies of all green cards (and/or accident reports if green cards are not available), describing the nature of the injury and the name of the person, date, time, place, etc.

This information shall be given monthly to the Health & Safety Committee, who shall be provided a mutually agreeable time between the Company and the Health & Safety Committee during working hours for the purpose of further investigation or discussion with injured employees, or observe working conditions, and bring the result of their investigation, if warranted, back to Management, with recommendation for proposed changes.

The Company agrees to consider these proposed changes and bring in their experts as required to meet with the Plant Health & Safety Committee to assist in eliminating accidents, proposing ergonomic changes, which the Company may implement.

The Committee, at all times, will encourage employees to work in a safe and productive manner.

16.13 **Ergonomics**

The Ergonomics Committee will address ergonomics issues at the plant. The committee will be composed of a minimum of two (2) members designated by the Union, one (1) of whom may be a full-time Union Representative, and two (2) from the Company. The purpose of the ergonomics committee is to promote greater productivity, safety on the job, job satisfaction, and to reduce repetitive strain injuries. The committee will recognize, identify and analyze work practices and processes, including line speeds and benchmarks for line speeds, and will make the necessary recommendations to management to act upon, which will ultimately reduce repetitive types of strain injuries. Any Joint Health and Safety Committee member may request an ergonomic review of a workstation.

ARTICLE 17 STRIKES AND LOCKOUTS

17

17.01 It is mutually agreed that there shall be no strikes, lockouts, stoppages of work or slow-downs during the life of this Collective Bargaining Agreement.

ARTICLE 18 UNION REPRESENTATIVE'S VISITS

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

18.02 When entering the plant and before visiting the plant, the Union Representative shall contact the management representative and advise that they intend to visit the plant. The Company shall then allow the Chief Steward or designate to accompany the Union Representative during such visits. All time spent by the Chief Steward or designate to accompany the Union Representative during such visits shall be considered as time worked.

18.03 Under no circumstances will a Union Representative interrupt, disrupt or stop any employee while engaged in the performance of their duties. If the Union Representative wishes to speak to any employee, permission is required first from the Operations Supervisor or their designate, who shall not unreasonably deny this request.

18.04 When in the plant, the Union Representative

will follow and observe all policies governing plant operation.

18.05 The Company agrees to co-operate with the Union Representatives in the discharge of their duties and provide them with the necessary information as it relates to the Collective Bargaining Agreement.

18.06 All time in the Plant spent by the Chief Steward or designate to attend meetings, conduct investigations, or perform any duties related to Union business shall be considered as time worked, provided it is approved by management.

ARTICLE 19 LEAVES OF ABSENCE

19

19.01 Shop Stewards, as set out in **Article 25**, shall be granted time off without pay to attend Union business, up to **seven (7)** days per year, providing the Company is given two (2) weeks prior notice of such request. The **seven (7)** day limit will not apply to the Chief Steward, Assistant Chief Stewards, Health and Safety Co-Chair or members elected to the Executive Board, who shall be granted the time necessary to perform their duties with the Union.

19.02 **Personal Leave**

Any employee with one (1) year or more

seniority may request a leave of absence of one (1) to four (4) weeks without pay. The request shall be made in writing, giving full details, and same shall be considered by management on an individual basis, taking into account the reason for the request and their ability to accommodate the request based on operational requirements. The granting of such requests shall not be unreasonably withheld by the Company. Such leaves will be lower in priority to vacation requests.

If an employee uses the above noted leave to work for another employer without disclosing this to the Company they shall have been deemed to have resigned.

19.03 Upon two (2) weeks' prior 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, except that seniority shall continue to accumulate to a maximum of one (1) calendar year. The Union agrees to notify the Company at least two (2) weeks in advance of the employee's return to work for the Company.

19.04 **Maternity/Parental Leave**

A female employee who has been employed by the Company for seven (7) consecutive months or longer, shall be eligible for a granted maternity leave of absence by the Company. Said employee

is required to provide written notice to the Company where possible at least four (4) weeks before the expected birth, but in any event no later than two (2) weeks after they stop working, including a medical certificate stating the estimated date of delivery. Said employee shall be re-employed by the Company after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to work immediately following her maternity leave, she must make application, in writing, and give the Company a minimum of four (4) weeks' notice in advance of the day she intends to return to work. She must provide the Company with a doctor's certificate, certifying her to be medically fit to work.

Seniority shall accrue during a maternity leave of absence and benefits accumulated prior to said leave shall be maintained.

Parental Leave

(1) 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
 - (iv) has been employed by the Company for seven (7) consecutive months or longer
- (b) who submits to the Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period **as per Manitoba legislation.**

(2) **Commencement of Leave**

Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee will decide when his or her parental leave is to commence.

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

When an application for parental leave under 19.04 1(a) above is not made in accordance with 19.04 1(b), the employee is nonetheless entitled to, and upon application to the Company shall be granted, parental leave under this **Article**

as per Manitoba legislation.

(4) **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, or in a comparable position with not less than the same wages and benefits if the position they occupied no longer exists.

(5) **E.I. Benefits**

Eligible employees will be entitled to collect E.I. benefits in amounts and for a time period as provided for under the E.I. Act.

(6) Seniority shall accrue during a parental leave of absence and benefits accumulated prior to said leave shall be maintained.

(7) Benefits provided for in this **Article** are in addition to any and all maternity leave benefits that are available to an employee.

(8) If *the Employment Standards Code* changes in the Province of Manitoba to allow for time off for maternity/parental leave, the Company agrees to abide by the new regulations.

19.05 **Personal Leave (1 - 4 days)**

The Company will consider granting a personal leave without pay (up to 4 days) to employees

where required. The request will be made in writing as far as in advance as possible. The consideration of such request will be subject to the reason for their request, frequency of the request, and the ability to accommodate the request based on operational requirements, but will not be unreasonably denied. Any time taken off for personal leave will be considered an authorized absence and will not affect an employee's success sharing entitlements.

19.06 **Jury Duty/Selection**

Full-time employees, and part-time employees averaging twenty (20) hours or more per week in the four (4) preceding weeks, summoned to jury duty/selection, shall be paid wages amounting to the difference between the amount paid them for jury duty/selection and the amount they would have earned had they worked on such days to the maximum of eight (8), nine and a half (9.5), ten (10) or twelve (12) hours per day or either forty (40) or thirty eight (38) hours per week. The amount of pay will be determined by averaging the employees hours worked or paid in the four (4) preceding weeks. This does not apply if the employee is excused from jury duty/selection for the rest of the day or days and fails to report back to work, or if jury duty/selection occurs on the employee's scheduled day off.

19.07 **Witness Fees**

Employees required to appear in Court as a witness on behalf of the Company or the Crown will

be paid wages amounting to the difference between the amount paid them for witness fees and the amount they would have earned had they worked on such days to a maximum of eight (8) hours per day and forty (40) hours per week.

Employees appearing as a witness on behalf of the Company on their day off will be paid a minimum of four (4) hours or the amount they would have earned had they worked on such day, as above. This compensation shall be paid at the employee's straight time hourly rate and shall not be considered as payment for time worked.

19.08 **Bereavement Pay**

- (a) All employees shall be granted time off from work, with pay, to a maximum of three (3) consecutive scheduled work days, in the event of death in the immediate family. The term "immediate family" shall mean spouse or common law spouse, parent or stepparent, child or stepchild, brother or sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, and grandchild.
- (b) Bereavement leave shall be extended by up to two (2) additional working days without pay, concurrent with the leave, as may be necessitated by reason of travel to attend the funeral, when the funeral is held more than five hundred (500) kilometres (one way) from the employee's place of

residence. Additional days off without pay for other reasons may be granted by mutual agreement between the Company and the employee concerned.

- (c) All employees shall be granted time off work, with pay, to a maximum of one (1) day in the event of death of a grandparent-in-law, aunt, uncle, niece or nephew.
- (d) If a bereavement leave occurs during an employee's vacation, that portion of their vacation time shall be rescheduled upon their return to work at a time agreed upon between the employee and their immediate Supervisor.
- (e) Proof of death may be requested by the Company. (Acceptable proof will include death certificate, newspaper notice, memorial card or letter from a local clergy.)

19.09 **Family Responsibility Leave**

In the event of an illness or injury occurring to an employee's spouse, parent or child, an employee may request, and if so, shall be granted a leave of absence or absences which shall not exceed five (5) days of unpaid leave in total per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing spouse (including common law spouse), parent or child, or the ailing brother, sister, stepbrother, stepsister, uncle, aunt, nephew, niece, grandchild, grandparent, of the employee or of the employee's spouse or common

law spouse; and will also include current or former foster parent, current or former foster child, ward, guardian of the employee or of the employee's spouse or common law spouse, or any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common law relationship. The Company will be given as much notice as possible in such events. Any time off taken for family responsibility leave will be considered an authorized absence and will not affect an employee's success sharing entitlement.

19.10 **Compassionate Leave**

The Company agrees to grant time off consistent with the compassionate leave provisions of the Manitoba Employment Standards Act.

19.11 **Citizenship Leave**

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

19.12 **Domestic Violence and Stalker Leave**

The Company agrees to grant time off consistent with the Domestic Violence leave provisions of the *Manitoba Employment Standards Code* as they exist on September 1, 2020.

20

ARTICLE 20 HEALTH AND WELFARE

20.01 Health and Welfare benefits shall be as contained in Appendix A to this Collective Bargaining Agreement.

21

ARTICLE 21 REPRIMANDS

21.01 When an employee in the bargaining unit is subjected to a disciplinary interview (where the company intends to discipline the employee, such as to be given a written reprimand, suspension, or discharge), said employee shall have a shop steward of their choice, provided they are in the same department and on the same shift. In instances where multiple employee interviews are required, the same shop steward will be utilized for all. Should an interpreter be required, another employee capable of interpreting the applicable language shall also attend this interview. The interpreter will be in addition to those mentioned above only if a Union Steward is unable to provide the interpretation required. It is expected that those mentioned (with the conditional provision of the interpreter based on need) will be in attendance from the start of the interview.

21.02 The employee will be given a copy of such discipline which is to be entered on the employees

personnel file. A copy of the discipline will be faxed or emailed to the Union office. If a Shop Steward or member is not present as required, or a copy of disciplinary notice is not faxed to the Union office, the resulting discipline shall not be valid and may not be utilized by the Company. Representation shall not be required in the case of probationary employees.

21.03 In unusual circumstances, where it is necessary for the Company to advise an employee by mail of discharge, the Company will fax a copy of the discipline to the Union office.

21.04 **Removal of Disciplinary References**

The Company will remove all disciplinary references from the employee's personnel file provided there has been no further disciplinary action taken against the employee for a period of twenty-four (24) months of employment. This time frame of twenty-four (24) calendar months shall not include the following:

- 1) periods of lay-off;
- 2) periods of leave of absence without pay;
- 3) absences due to illness or injury which exceed thirty (30) continuous calendar days.

ARTICLE 22 ADJUSTMENT OF GRIEVANCES

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

22.02 **Information**

Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Company agrees to co-operate to supply such information back to a period of two (2) years or such longer times as may be required to establish their proper rate of pay.

22.03 In any grievance regarding hours worked by an employee and the amount paid to an employee, the Company shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the Grievance Procedure shall apply.

22.04 The Union shall not use the foregoing

provision to request information that does not pertain to a specific grievance of an employee.

22.05 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance, or within ten (10) working days of the last day worked when relating to a discharge grievance, shall be forfeited and waived by the aggrieved party. In regards to a disciplinary grievance, “the event giving rise” will be the date the Union receives notification by fax or email as per Article 21.02.

22.06 All grievances shall be submitted in writing.

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

- (1) by a discussion between the employee and the Chief Steward, or Assistant Chief Steward, or Union Representative, or the employee’s immediate superior.
 - (a) When an employee takes a grievance to the Chief Steward, or Assistant Chief Steward, or Union Representative, Step One of the Grievance Procedure shall be considered complied with, providing the Chief Steward, or Assistant Chief

Steward, or Union Representative files the grievance in writing with the Plant Manager or his designate. The Plant Manager or designate shall reply to the grievance in writing within five (5) calendar days to the Union Representative. After five (5) calendar days, the Union Representative may proceed to Step Two.

- (b) If an employee takes a grievance to their immediate superior and a satisfactory settlement has not been reached within five (5) calendar days, then:
- (2) The Union Representative or his designate 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 One, it will be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

22.08 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 23**.

22.09 The Company and the Union agree that at any time prior to the hearing date for an Arbitration they may voluntarily agree to use a mutually acceptable Mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such Mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matter in dispute. All approved expenses and fees that may be incurred by such Mediator shall be borne equally by the Employer and the Union, unless otherwise mutually agreed.

ARTICLE 23 SELECTION OF AN ARBITRATOR

23

23.01 After one of the parties indicates they are taking the matter to arbitration, the matter shall be referred to a single Arbitrator as indicated in **Article 23.02**.

In the interest of settling a grievance prior to an arbitration hearing, either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. During the life to this Collective Bargaining Agreement, the parties may mutually agree to a list of mediators other than the mediators provided from the Province of Manitoba Conciliation Services.

23.02 A grievance shall be referred to the single Arbitrator as indicated below according to the date of the grievance to the following panel of individuals:

- (1) Blair Graham
- (2) **Dianne Jones**
- (3) Gavin Wood

commencing with the name following the name of the last Arbitrator, and commencing again at the beginning of the panel after coming to the end of the panel. For the purpose of such allocation a case which has been withdrawn from arbitration shall be deemed not to have been withdrawn from arbitration. If in any case the Arbitrator allotted is unwilling or unable to act, the individual whose name follows his in the panel shall be submitted as the Arbitrator.

23.03 Whenever one of the parties refers a matter to arbitration, the matter shall be heard within thirty (30) calendar days for suspension or termination and ninety (90) calendar days for any other matters. The matter shall be heard within that time limit unless both parties mutually agree to a date beyond the thirty (30) calendar day or ninety (90) calendar day requirement, or in the event that none of the three (3) arbitrators listed above are available to meet within the thirty (30) calendar day requirement or ninety (90) calendar day requirement, whichever is applicable. If the parties cannot mutually agree to a date beyond the thirty (30) calendar day requirement, or ninety (90) calendar day requirement, whichever is applicable, the matter shall be referred to the

selected Arbitrator who shall have the right to decide on the matter. In no event can a hearing be extended to a period longer than another thirty (30) calendar days. The Arbitrator shall have thirty (30) calendar days to render a decision in regard to any matters dealing with suspension or termination, and ninety (90) calendar days from the last date of the hearing on any arbitration cases referred to him or her other than suspensions or terminations.

23.04 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as (s)he deems essential to a full understanding and determination of the issues involved. In reaching his or her decision, the Arbitrator shall be governed by the provisions of this Collective Bargaining Agreement.

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

23.06 The decision of the Arbitrator shall be final and binding upon all parties concerned.

23.07 The Arbitrator shall not be vested with the

power to change, modify or alter any of the terms of this Collective Bargaining Agreement, except as indicated in **Article 23.05** above. All grievances submitted shall present an arbitrable issue under this Collective Bargaining Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Collective Bargaining Agreement or which involves the determination of a subject matter not covered by or arising during the term of this Collective Bargaining Agreement.

23.08 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 operation, as a result of any grievance. The parties shall act in good faith in accordance with the provisions of **Article 22** of this Collective Bargaining Agreement.

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

24

ARTICLE 24 BULLETIN BOARDS

24.01 The Company agrees that during the term of this Collective Bargaining Agreement, it will allow the Union to install its own Union bulletin

board in locations throughout the plant as mutually agreed between the Company and the Union. The purpose shall be to post notices directly related to the employees and any notice other than routine notices must first receive approval of management.

ARTICLE 25
COMPANY AND UNION
CO-OPERATION –
SHOP STEWARDS

25

25.01 The Company recognizes the right of the Union to appoint one (1) Chief Steward and one (1) Assistant Chief Steward for the plant and one (1) Shop Steward per department and one Shop Steward per shift.

25.02 The Union shall inform the Company, in writing, of the names of their Shop Stewards or any changes.

25.03 The Plant Manager or working supervisor shall introduce new employees to the Shop Steward in the Department, who will then arrange time, either during meal or rest periods, to meet with the new employees for the purpose of informing the employees of the general conditions and responsibilities with respect to the Collective Bargaining Agreement.

25.04 Grievance Investigation

The Union Chief Steward, or in their absence the Assistant Chief Steward, or in their absence one (1) alternate Steward, shall be allowed time off, with pay, during regular working hours, for the purpose of investigating any grievances. The Chief Steward, or Assistant Chief Steward, or alternate Steward, requesting time off the job to investigate grievances must make their request through their working supervisor. Within one (1) hour of such request the Steward will be released providing the efficiency of the operation will not be affected.

25.05 The Company will permit one (1) steward from the day shift **up to a maximum of one (1) hour** paid time at regular rates to attend new employee orientation meetings to present and explain literature related to Union business and answer any questions new employees may have regarding the Union

26

ARTICLE 26 RELIEVING RATES

26.01 Any employee who is temporarily assigned to work in a higher paying classification shall receive the higher rate of pay for all time so employed, unless an employee works four (4) hours or more in which event they will be paid for the entire shift.

26.02 Any employee who is temporarily assigned to work in a lower paying classification at the request of the Company shall nevertheless continue to receive his or her higher rate of pay for all time so employed.

26.03 **Lead Hand /Corporate Trainer /Buddy Training**

Employees assigned to relieve a Lead Hand /Corporate Trainer for one (1) day or more shall receive the appropriate premium in addition to their hourly rate of pay.

Employees assigned to train and be responsible for another employee for one (1) day or more shall receive seventy-five (75¢) cents per hour in addition to their hourly rate of pay for all hours so assigned. Employees assigned to train and be responsible for another employee for less than one (1) day shall receive fifty (50¢) cents per hour in addition to their hourly rate of pay for all hours so assigned. This system will be used only where the corporate trainer is not available or qualified. This premium will also apply to employees assigned to provide dedicated training as determined by the Company. Such training opportunities will be offered to senior qualified employees on the shift and in the department.

ARTICLE 27
PAY PERIOD -
DIRECT DEPOSIT

27.01 The Company agrees to a weekly pay period for all employees covered in the bargaining unit. The Company shall pay by direct deposit to the employee's account in a financial institution of the employee's own choice. **The day before the payroll deposit, the Company shall give an electronic pay stub breakdown of said weekly payment to the employees. The breakdown will clearly itemize the deductions and all earnings indicating premium payments, overtime, banked overtime, earned vacation and general holiday pay. In the event that an employee has no personal access to the internet, the Company will provide them with a paper copy in advance of the payroll deposit upon request.**

27.02 **Payroll Errors**

The Company will make pay stubs available to all employees in the bargaining unit **electronically**, by no later than midnight on **Wednesday** of each week unless unable to do so due to situations beyond their control. In the event the Company makes an error on the employees' pay equivalent to seven (7) hours of regular pay or more, upon request the Company will deposit the corrected amount in the employee's account within four (4) business days of the error being reported to the Company.

ARTICLE 28
MANITOBA FOOD &
COMMERCIAL WORKERS,
LOCAL 832, EDUCATION AND
TRAINING TRUST FUND

28

28.01 The Manitoba Food & Commercial Workers, Local 832, Education and Training Trust Fund shall be as indicated in Appendix “C” of this Collective Bargaining Agreement.

ARTICLE 29
LOCKER SEARCH

29

29.01 To the extent that lockers are currently provided to employees, it is understood between the parties that such lockers may only be entered in one of the two following circumstances:

- (1) (a) in the presence of the employee, or
(b) if requested by the employee, in the presence of a Shop Steward;
- (2) in the presence of a Police Officer.

ARTICLE 30
APPENDICES

30

30.01 All Appendices attached to this Collective

Bargaining Agreement shall be deemed to be part of the Collective Bargaining Agreement between the parties.

31

ARTICLE 31 RESPECT AND DIGNITY

31.01 The Company and the Union agree that the plant should be free of harassment, discrimination and bullying. The Company and the Union further agree to cooperate with each other in preventing and eliminating harassment, discrimination and bullying in the workplace. Where possible the Union will be made aware of any formal investigations involving Union members and both parties will keep this information confidential, with the exception of disclosure as required by law.

The Respectful Workplace policy will be posted in the workplace and the content will be reviewed annually at department health and safety meetings.

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

The parties agree that allegations of inappropriate conduct, such as harassment and disrespectful treatment may be grieved under

Article 22. If the parties cannot resolve the issue through the grievance procedure, the matter may be referred to an arbitrator under Article 23. In the event that the arbitrator finds that a violation of this Article has occurred, he or she will mediate the dispute following the dispute resolution process unless otherwise agreed upon by the parties.

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

31.03 The Company and the Union each confirm their continued and long standing commitment that all management and non-management employees shall be treated, and shall treat each other, with dignity, respect and fairness appropriate in the circumstances in their interactions in the workplace. The above shall in no way affect or be in conflict with any other provision of the Collective Agreement.

32.01 Lead Hand Premium

An employee designated as a lead hand by management shall be paid the skilled 2 rate plus seventy-five (75¢) cents per hour for all hours worked as lead hand. All Lead Hand positions will be posted to allow interested employees to apply, but the position will be designated by Management.

32.02 Corporate Trainer

An employee designated as a Corporate Trainer by Management shall be paid the skilled 2 rate plus an additional fifty (50¢) cents per hour for all hours worked as a Corporate Trainer. In order to qualify an employee must have the ability to do all the jobs. All Corporate Trainer positions will be posted to allow interested employees to apply, but the position will be designated by Management.

32.03 Off-Shift Premium

Off-shift shall be defined as a shift where the majority of an employee's scheduled hours fall between 3:00 p.m. and 7:00 a.m. The Company agrees to pay any employee working the Off-shift **forty five cents (45¢) on January 1, 2021, fifty cents (50¢) on January 1, 2023, and fifty five cents (55¢) on January 1, 2025** per hour in addition to the

employee's regular hourly rate of pay, for all regularly scheduled hours worked, not to include overtime.

ARTICLE 33 TRANSLATION

33

33.01 **Translation**

The Company agrees to pay for the cost of translating the Collective Bargaining Agreement into Tagalog. The parties will share 50/50 cost of any other documents they agree need to be translated.

ARTICLE 34 JOINT LABOUR MANAGEMENT COMMITTEE

34

34.01 The Company and the Union agree to establish a Joint Labour Management Committee (JLM) to address issues of concern to the Union and the Company. The meetings will be held annually.

34.02 The Committee will consist of representatives from the Company including the Operating Manager of the plant, the HR Manager, full-time Union Representative, the Chief Steward, and the Assistant Chief Stewards.

34.03 Upon mutual agreement, the parties may convene additional meetings to those indicated above. The Vice President of Labour Relations and the President of the Union will endeavour to attend one meeting per year.

34.04 The parties will make their best efforts to address and resolve issues raised at the JLM meeting.

34.05 The Company and the Union agree to establish a Joint Labour Relations (JLR) committee. This committee will be comprised of the Union representative, the chief steward and the assistant chief stewards and the appropriate Company representatives. The JLR committee will meet quarterly with the intent to resolve problems pertaining to labour relations issues expeditiously. Meetings may be held more or less frequently than quarterly by mutual agreement.

35

ARTICLE 35 EXPIRATION AND RENEWAL

35.01 This Collective Bargaining Agreement shall be effective from January 1, **2021**, and shall remain in effect until December 31, **2025** and thereafter from year to year, but either party may, not less than thirty (30) days nor more than ninety (90) days before the expiry date of this Collective

Bargaining Agreement give notice in writing to the other party to terminate this Collective Bargaining Agreement or to negotiate a revision thereof.

On the expiry date of this Collective Bargaining Agreement, as indicated above, if negotiations have not been completed, the Company and the Union agree that this Collective Bargaining Agreement will be extended automatically until:

- (1) an Agreement is reached between the parties hereto;
- (2) a strike is declared by the Union by giving the Company seven (7) calendar days' notice in writing of its intention to declare a strike, or
- (3) a lock-out is declared by the Company by giving the Union seven (7) calendar days' notice in writing of its intention to declare a lock-out.

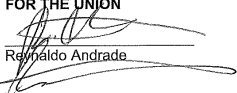
35.02 All revisions desired by either party to this Collective Bargaining Agreement shall be submitted in writing within ten (10) calendar days of the giving of such notice unless otherwise mutually agreed to between the parties to this Collective Bargaining Agreement.

35.03 When the required notice of termination or revision is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted, so that if it is reasonably

possible, same may mutually and satisfactorily be concluded within the notification period.

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


FOR THE UNION


Reynaldo Andrade


Ray Brodick


Alex Ciomac


Lyle Goring

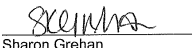

Bernice Nolette


Fred Morrison


Lamberto Reyes


Wilmer Rocha


Tisha Svens


Sharon Grehan

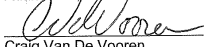

Jeff Traeger

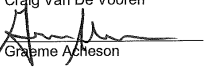
FOR THE COMPANY


Dezi Singh


Alison Moist


Adam Horsman


Craig Van De Vooren


Graeme Acheson

HEALTH AND WELFARE PLAN,
DENTAL PLAN, PENSION PLAN

A-1 UFCW /MAPLE LEAF FOODS INC.
 BENEFIT TRUST FUND

- A-1.01 (a) The Company and the Union agree to a UFCW /Maple Leaf Foods Inc. Benefit Trust Plan to provide health and welfare benefits as decided by the Board of Trustees from time to time.
- (b) The Board of Trustees shall be comprised of three (3) representatives appointed by the Company and three (3) representatives appointed by the Union. Said Trustees can be changed or removed by the parties appointing said Trustees in accordance with the Agreement and Declaration of Trust effective as of June 23rd, 2003.
- (c) The Company agrees to pay a **forty (40¢)** cent per hour contribution for all hours worked and paid in the bargaining unit for the same hours paid for pension and dental contributions. Such contributions shall be forwarded to the Trust Fund within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.

It is further recognized that the intention of the Union and the Company is to

ensure the financial integrity of the Trust Fund and minimize the potential of the Fund falling into a deficit position. For purposes of this understanding, the Fund will be deemed to be in a deficit position if the total liabilities and reserves exceed the total assets.

In the event that the Fund is determined to be in a deficit position, or a deficit position is likely to occur, the Company agrees to contribute, in addition to the **forty (40¢)** cents per hour indicated above, the sum of money necessary as determined by the Plan's actuary, to rectify the situation. Such additional contributions will not commence before January 1, **2022**.

If and when additional contributions are required as indicated above, said additional contributions will not exceed the amount of twenty (20¢) cents per hour.

A-2 MANITOBA FOOD & COMMERCIAL WORKERS DENTAL PLAN

A-2.01 Effective January 1, **2021**, the Company agrees to make a direct contribution to the "Manitoba Food & Commercial Workers Dental Plan" of **thirty-nine (39¢)** cents per hour for regular hours paid, sick pay (not including weekly indemnity), full time employee's vacation as entitled under **Article 14**, and General Holidays, to a maximum of the basic work

week in respect to all employees in the bargaining unit, and if required to maintain the current fee schedule as determined by the Actuary of the Plan to be effective each January 1st, a future increase of up to one (1¢) cent per hour per year if required to maintain benefit levels as determined by the Board of Trustees.

A-2.02 Such contributions will be forwarded to the Trust within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.

A-2.03 It is agreed that in the event the Government of Canada or the Province of Manitoba provides a non-contributory Dental Care Plan with similar benefits, the Company's obligations to continue contributions to the Manitoba Food & Commercial Workers Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Manitoba Food & Commercial Workers Dental Plan and the Company's contribution in respect to the cost of these benefits shall cease.

A-3 CCWIPP LOST BENEFITS

A-3.01 The Company agrees to provide a benefit to current and former employees who lost benefits as a result of switching from CCWIPP. The benefit will be equal to one thousand (\$1,000) dollars for each year

of service up to January 1, 2008. The years of service will be rounded to the nearest full year. The payment will be made the month following the employees 65th birthday provided the employee makes a written request for payment. **The Company will provide a payment equal to the remaining CCWIPP Past Service benefit to be paid to eligible employees prior to February 11, 2021. The payment will be authorized by the Trustees, dependent on the funding level of the Plan.**

A-3.02 These payments will be administered by the UFCW/Maple Leaf Foods Benefits Trust and, if requested, paid directly to an employees' RRSP. The employer agrees to forward sufficient funds to the Trust so that the payments can be made.

A-3.03 In order to balance the cost over the duration of this program, if required, contributions may be pooled with the CCWIPP Legacy Fund established for the Brandon Plant.

A-3.04 If a member dies before receiving payment it will be paid to their estate.

A-4 THE AFFILIATES PLAN

A-4.01 Effective January 1, 2008 participation in CCWIPP will cease. Employees will be enrolled under the existing terms of **The Affiliates Plan**

which provides:

- (a) Benefits equal to forty two and one half (42.5%) percent of employee contributions plus one hundred and forty four (\$144) dollars for each complete year of Plan 200 Seniority (reduced for incomplete quarters).
- (b) Normal retirement age is 65 but:
 - 1. Retirement from active employment at age 60 will be without any reduction in the normal form of pension.
 - 2. Retirement from active employment at age 55 or over but less than age 60 and your completed years of service plus completed years of age is equal to or greater than 85, you will be eligible for a modified early retirement reduction. Your pension will be reduced by $\frac{1}{2}\%$ for each month that your retirement date is before age 60.
- (c) Employee contributions of 2.5% of regular earnings.

A-5 Doctor's Note

In the event of an absence for medical reasons or non-work related injury, the employee will pay the cost of the initial doctor's note. The Company will be responsible to pay the cost of any

other medical certificates, as well as any Occupational Fitness Evaluation (OFE) or any other documentation it requires an employee to provide in relation to absence due to medical incapacity, graduated return to work or workplace accommodations.

APPENDIX "B"

B

B-1 CLASSIFICATIONS AND RATES OF PAY

The following rates of pay will apply to all employees hired **before** January 1, 2016.

| | | Current | Jan 1 2021 | Jan 1 2022 | Jan 1 2023 | Jan 1 2024 | Jan 1 2025 |
|----------------------|-----------|---------|----------------|----------------|----------------|----------------|----------------|
| General 1 | Start | \$13.90 | \$14.20 | \$14.50 | \$14.80 | \$15.15 | \$15.55 |
| | 6 Months | \$14.40 | \$14.70 | \$15.00 | \$15.30 | \$15.65 | \$16.05 |
| | 12 Months | \$14.90 | \$15.20 | \$15.50 | \$15.80 | \$16.15 | \$16.55 |
| General 2 | Start | \$14.70 | \$15.05 | \$15.35 | \$15.65 | \$16.00 | \$16.40 |
| | 6 Months | \$15.20 | \$15.55 | \$15.85 | \$16.15 | \$16.50 | \$16.90 |
| | 12 Months | \$15.70 | \$16.05 | \$16.35 | \$16.65 | \$17.00 | \$17.40 |
| Semi 1 | Start | \$16.55 | \$16.95 | \$17.40 | \$17.85 | \$18.30 | \$18.80 |
| | 6 Months | \$17.00 | \$17.40 | \$17.85 | \$18.30 | \$18.75 | \$19.25 |
| | 12 Months | \$17.55 | \$17.95 | \$18.40 | \$18.85 | \$19.30 | \$19.80 |
| Semi 2 | Start | \$17.60 | \$18.00 | \$18.45 | \$18.90 | \$19.40 | \$19.90 |
| | 6 Months | \$18.00 | \$18.40 | \$18.85 | \$19.30 | \$19.80 | \$20.30 |
| | 12 Months | \$18.60 | \$19.00 | \$19.45 | \$19.90 | \$20.40 | \$20.90 |
| Skilled 1 | Start | \$19.15 | \$19.60 | \$20.10 | \$20.60 | \$21.15 | \$21.70 |
| | 6 Months | \$19.55 | \$20.00 | \$20.50 | \$21.00 | \$21.55 | \$22.10 |
| | 12 Months | \$20.15 | \$20.60 | \$21.10 | \$21.60 | \$22.15 | \$22.70 |
| Skilled 2 | Start | \$20.20 | \$20.65 | \$21.15 | \$21.65 | \$22.20 | \$22.75 |
| | 6 Months | \$20.60 | \$21.05 | \$21.55 | \$22.05 | \$22.60 | \$23.15 |
| | 12 Months | \$21.20 | \$21.65 | \$22.15 | \$22.65 | \$23.20 | \$23.75 |

| Trades Included in Maintenance Wage Survey | Jan. 1 2021 | Jan. 1 2022 | Dec. 1 2022 |
|--|-------------|-------------|-------------|
| 3rd Class Engineer | \$37.71 | \$38.81 | \$39.88 |
| Journeyman | \$42.27 | \$43.22 | \$44.42 |
| Waste Water Operators | \$33.54 | \$34.40 | \$35.15 |
| Chief Engineer | \$49.75 | \$51.25 | \$52.31 |
| 2nd Class Engineer | \$44.50 | \$45.88 | \$47.04 |

The following rates of pay will apply to all employees hired **after** January 1, 2016.

| RATES | STEPS | Current | Jan 1 2021 | Jan 1 2022 | Jan 1 2023 | Jan 1 2024 | Jan 1 2025 |
|------------------|-----------|---------|------------|------------|------------|------------|------------|
| General 1 | Start | \$13.90 | \$14.20 | \$14.50 | \$14.80 | \$15.15 | \$15.55 |
| | 6 Months | \$14.40 | \$14.70 | \$15.00 | \$15.30 | \$15.65 | \$16.05 |
| | 12 Months | \$14.90 | \$15.20 | \$15.50 | \$15.80 | \$16.15 | \$16.55 |
| General 2 | Start | \$14.70 | \$15.05 | \$15.35 | \$15.65 | \$16.00 | \$16.40 |
| | 6 Months | \$15.20 | \$15.55 | \$15.85 | \$16.15 | \$16.50 | \$16.90 |
| | 12 Months | \$15.70 | \$16.05 | \$16.35 | \$16.65 | \$17.00 | \$17.40 |
| Semi 1 | Start | \$16.55 | \$16.95 | \$17.40 | \$17.85 | \$18.30 | \$18.80 |
| | 6 Months | \$16.80 | \$17.20 | \$17.65 | \$18.10 | \$18.55 | \$19.05 |
| | 12 Months | \$17.05 | \$17.45 | \$17.90 | \$18.35 | \$18.80 | \$19.30 |
| | 18 Months | \$17.30 | \$17.75 | \$18.20 | \$18.65 | \$19.10 | \$19.60 |
| | 24 Months | \$17.55 | \$17.95 | \$18.40 | \$18.85 | \$19.30 | \$19.80 |
| Semi 2 | Start | \$17.60 | \$18.00 | \$18.45 | \$18.90 | \$19.40 | \$19.90 |
| | 6 Months | \$17.80 | \$18.20 | \$18.65 | \$19.10 | \$19.60 | \$20.10 |
| | 12 Months | \$18.05 | \$18.45 | \$18.90 | \$19.35 | \$19.85 | \$20.35 |
| | 18 Months | \$18.30 | \$18.70 | \$19.15 | \$19.60 | \$20.10 | \$20.60 |
| | 24 Months | \$18.60 | \$19.00 | \$19.45 | \$19.90 | \$20.40 | \$20.90 |

| | | | | | | | |
|----------------------|-----------|---------|---------|---------|---------|---------|---------|
| Skilled 1 | Start | \$19.15 | \$19.60 | \$20.10 | \$20.60 | \$21.15 | \$21.70 |
| | 6 Months | \$19.30 | \$19.75 | \$20.25 | \$20.75 | \$21.30 | \$21.85 |
| | 12 Months | \$19.55 | \$20.00 | \$20.50 | \$21.00 | \$21.55 | \$22.10 |
| | 18 Months | \$19.80 | \$20.25 | \$20.75 | \$21.25 | \$21.80 | \$22.35 |
| | 24 Months | \$20.15 | \$20.60 | \$21.10 | \$21.60 | \$22.15 | \$22.70 |
| Skilled 2 | Start | \$20.20 | \$20.65 | \$21.15 | \$21.65 | \$22.20 | \$22.75 |
| | 6 Months | \$20.35 | \$20.80 | \$21.30 | \$21.80 | \$22.35 | \$22.90 |
| | 12 Months | \$20.60 | \$21.05 | \$21.55 | \$22.05 | \$22.60 | \$23.15 |
| | 18 Months | \$20.85 | \$21.30 | \$21.80 | \$22.30 | \$22.85 | \$23.40 |
| | 24 Months | \$21.20 | \$21.65 | \$22.15 | \$22.65 | \$23.20 | \$23.75 |

B-2 Trade Apprenticeship Program

In the event that the Company determines a need for an Apprenticeship Program, the following Apprenticeship Program may be implemented at the discretion of the Company.

Trades Apprenticeship Classifications

The licensed trades apprenticeship program and classifications will be offered by the Company for eligible employees according to the rules and regulations of the Province of Manitoba.

Apprentices must comply with all required trade school attendances and pass appropriate examinations.

The scale from starting hourly rates of pay is outstanding and to be discussed with all other wages under Appendix B.

B-3 For the purpose of wage increases above, the six-month increase shall be implemented after the completion of one thousand and forty (1,040) hours actually worked, inclusive of statutory holidays and paid vacations. The twelve-month increase shall be implemented on the same basis, after completion of two thousand and eighty (2,080) hours actually worked, inclusive of statutory holidays and paid vacations. The calculation of hours actually worked shall exclude time off for sickness, accident, or any leave not paid by the Company.

B-4 **Maintenance and Powerhouse License Renewals**

The Company agrees to pay the cost(s) to maintain their tickets. If the Company requests an employee to upgrade their ticket, the Company will pay costs associated with the upgrade consistent with the current practice.

B-5 **Maintenance Wage Survey**

The Company will do an annual maintenance wage survey comprised of five industrial employers in the City of Winnipeg and five industrial employers in the City of Winnipeg identified by the Union. The positions of the required

licensed skilled trades as determined by the Company which shall include a rate for dual tickets and licensed 3rd Class Stationary Engineer (**will include Chief Engineer and 2nd Class Engineer effective 2021**) will be benchmarked at each of the identified companies. The classification rates for each of these positions at each employer will be averaged into one rate. The highest and the lowest rates will then be removed and the remaining eight average rates will be calculated into a simple average. If this average is more than two (2%) percent above the Maple Leaf Consumer Foods Inc. rate, the Maple Leaf Consumer Foods Inc. rate will be adjusted to this average. The licensed 4th Class Stationary Engineer rate will be pro-rated to maintain the same spread between 3rd and 4th Class Stationary Engineer's rate. Adjustments under this provision are only applicable to the above named trades.

This survey will be completed in November of each year with any required adjustments effective the first pay period of December.

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

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

13¢ per hour effective January 1, 2016

The hours for which the Company will contribute said amounts will be the same hours as contributed for the Dental Plan under **Article A-2.01**, and shall be remitted to the Union in the same manner.

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

APPENDIX "D" JOB TITLES AND CLASSIFICATIONS

D

| DEPARTMENT | PAY GRADE | JOB TITLE |
|------------|--------------|-----------|
|------------|--------------|-----------|

| HAM BONING | | |
|------------|-----|-----------------------------|
| | GL1 | Dump Tubs |
| | GL1 | General Labour |
| | SS1 | Femur Bone |
| | SS1 | Trim Rinds |
| | SS2 | Ham Receiver |
| | SS2 | Membrane Skinner |
| | SS2 | Scaler/Jitney Operator |
| | SS2 | Service Lines |
| | SK1 | Boneless QA/HACCP Inspector |
| | SK1 | Front Skinner |
| | SK1 | Ham Boner |
| | SK1 | Trim & Seam Hams |
| | SK1 | Whizzard Knife Operator |
| | SK2 | Knife Sharpener |
| | SK2 | Skilled Spare |

Ham Boning Pack Off

| | | |
|--|-----|--|
| | GL1 | General Labour |
| | GL2 | Scale and Pack |
| | SS2 | Service Lines |
| | SS2 | Strapping Machine and Application Operator |

CURING DEPARTMENTS: PUMPING, SMOKEHOUSE, STUFFING, TUMBLE

| | | |
|--|------------|----------------------------|
| | GL1 | General Labour |
| | GL1 | Knocking Pots |
| | GL1 | Loader |
| | GL1 | Pack Ham to Moulds |
| | GL2 | Condensation |
| | SS1 | Grinder |
| | SS1 | Injectors |
| | SS2 | Scaler |
| | SS2 | Service Lines |
| | SK1 | Batching Station and Grind |
| | SK1 | Blending Operator |
| | SK1 | Massage and Tumble |
| | SK1 | Stuffers |
| | SK2 | Ham Formulator |
| | SK2 | Pickle Maker |
| | SK2 | Smokehouse Operator |
| | SK2 | Stuffing Line Coordinator |
| | SK2 | Suspedtec System Operator |

SHIPPING

| | | |
|--|-----|-------------------|
| | SK1 | Highlift Operator |
| | SK1 | Shipper/Receiver |

PLANT SERVICES

| | | |
|--|-----|--|
| | SS1 | Stores |
| | SS2 | Receiver Asst - Packaging Materials |
| | SK1 | Receiver - Raw Meats |
| | SK2 | Receiver - Dry Goods |

PACKAGING

| | | |
|--|-----|-----------------------------------|
| | GL1 | Wrap & Pack |
| | SS2 | Receiver Asst - Dry Goods |
| | SS2 | Scaler |
| | SS2 | Service Lines |
| | SK1 | HACCP Checker & Document |
| | SK1 | Machine Operators |
| | SK1 | QA |
| | SK2 | Receiver - Packaging Materials |

SANITATION

| | | |
|--|-----|-----------------------------|
| | GL1 | Janitors |
| | GL2 | Power Truck Operator |
| | GL2 | Wash Moulds/Pans |
| | SS2 | Clean & Sanitize |
| | SK1 | Suspedtec Attendant |

SAUSAGE

| | | |
|--|-----|------------------------|
| | GL2 | Tray Pack and Wrap |
| | SS2 | Service Lines |
| | SK1 | Grinder Operator |
| | SK1 | Stuffers |
| | SK2 | Grinder Mixer Operator |

BACON

| | | |
|--|------------|---|
| | GL1 | General Labour – Formulation |
| | GL1 | General Labour – Packaging |
| | GL2 | Belly Align/Hanger/ Decomb |
| | GL2 | Condensation |
| | GL2 | Draft Loader |
| | SS1 | Massage Operator |
| | SS2 | Receiver/Shipper |
| | SS2 | Sanitation |
| | SS2 | Service Lines/Scaler |
| | SK1 | Grader/Slicer Operator |
| | SK1 | HACCP Checker & Document |
| | SK2 | Injector Operator |
| | SK2 | Pickle Maker |
| | SK2 | Smokehouse Operator |

| MAINTENANCE | | |
|-------------|-------------------|---------------------|
| | Survey | Power Engineers |
| | Survey | Journeyman Trades |
| | 85% of Trade Rate | Non-ticketed Trades |
| | SK2 | Yardman |
| | SK2 | Maintenance Helper |

| WASTEWATER | | |
|------------|--------|----------------------|
| | Survey | Operator |
| | SK2 | Operator In-training |

The Company and the Union agree that there may be changes or additions to the list of job titles and classifications. In the event of any changes or additions to Appendix D, the parties agree to discuss the said changes or additions.

D-2 Job Alteration – New Job Introduced

- (a) When changes in production significantly alter jobs or when new jobs are introduced, except for Maintenance Trades, the Company will assess the job(s) and assign the job(s) to the appropriate job classification. Where new jobs are introduced an appropriate time trial not to exceed four (4) months will be applicable to ensure an objective evaluation of the job.

-
- (b) In making its determination the Company will consider such factors which may include but are not limited to: benchmarking, skill, ability required, complexity, responsibility, working conditions, etc.
 - (c) The Company agrees to disclose all this information to the Union and criteria in respect to making its determination in regard to changes in jobs and creation of new jobs.
 - (d) The Production Manager shall notify the Union and Chief Steward, in writing, of new or significantly changed jobs as soon as possible.
 - (e) An employee or the Union who feels a new job classification determined by the Company is not correct may appeal to the Job Evaluation Committee in writing for a review. The appeal must contain the objective facts and/or data that the Job Evaluation Committee will review and take into consideration.
 - (f) The Job Evaluation Committee shall be composed of two (2) nominees appointed by the Union and two (2) management representatives appointed by the Company and one independent chairperson. The Union nominees shall consist of a Union Representative or two (2) employees of the bargaining unit. The Committee shall meet within thirty (30) calendar

days of an employee objecting to the job classification established by the Company, if that is the case. If the parties agree to an independent chairperson, such chairperson shall be one of the Arbitrators listed in **Article 23** unless otherwise mutually agreed. The cost of the chairperson shall be mutually shared by the parties. The Company shall pay for the cost of all the employees, except if one of the Union nominees is a Union Representative.

- (g) The majority decision of the Job Evaluation Committee is binding on both parties and cannot form the subject matter of the grievance or arbitration process.
- (h) No wages will be reduced or increased until the decision of the Committee is rendered.
- (i) The parties agree to resolve job classification issues in the manner described above or through an alternative mutually agreed process.

D-3 All employees occupying the Skilled 2 job “Ham Boning Rotation (remove bones from ham)” must rotate and be able to satisfactorily perform all jobs in the rotation in order to remain on the job.

Scheduled Twelve (12) hour shifts for full-time Power Engineers and Wastewater Treatment Employees

- E-1** The work week will commence at 6:30 a.m. on Sunday and conclude at 6:30 a.m. on the following Sunday.
- E-2** Power Engineers are scheduled eight (8) or twelve (12) hour shifts. Starting January 1st of each year, the Company, in consultation with the Power Engineers, will attempt to agree on a schedule for the twelve (12) month period beginning April 1st and ending the following March 31st. If no agreement is reached, the Company and the Union will attempt to resolve the matter in consultation with the employees. Failure to reach agreement, the Company will schedule the employees a two (2) week work cycle of eighty (80) hours with an even distribution of hours and no more than one, eight (8) hour shift.
- E-3** Employees will be paid at one and one-half ($1\frac{1}{2}$) times their regular rates for hours worked in excess of their scheduled shift (eight (8) or twelve (12) hours) or in excess of eighty (80) hours which have been paid at straight time in a two (2) week cycle.

-
- E-4** For employees who are scheduled to work 12-hour shifts and a general holiday falls on a scheduled work day, they will be paid their regular rate for the normal hours and an additional 12 hours at time and one half for the general holiday. If a full-time employee works a 12-hour shift and the general holiday does not fall on a scheduled work day, on his first scheduled shift after the holiday he will be paid at the rate of time and one half for the normal shift and receive an additional twelve (12) hours pay for the general holiday. The same procedure shall apply when two (2) general holidays fall in a calendar week.
- E-5** Power Engineers will be granted forty (40) hours of time off for each week of vacation entitlement under **Article** 14.03. Employees who are granted single days of vacation entitlement will be compensated for up to twelve (12) hours of regular pay for the vacation day with the understanding that total vacation entitlement for the year is based on forty (40) hours per week of vacation entitlement.
- E-6** Power Engineers working a twelve (12) hour shift will be entitled to three (3) paid rest periods.
- E-7** Wastewater Treatment employees working a twelve (12) hour shift will be entitled to **twelve (12)** hours of pay, three (3) paid rest periods and one (1) paid meal period.

E-8 Under **Article** 19.08 of the Collective Agreement - Bereavement Pay, the maximum number of hours for which an employee may qualify to be paid is thirty-six (36) hours.

LETTERS OF AGREEMENT

BETWEEN:

MAPLE LEAF CONSUMER FOODS INC., a body corporate carrying on business in the province of Manitoba (hereinafter referred to as the “Company”)

AND

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL No. 832, chartered by the United Food & Commercial Workers International Union (hereinafter referred to as the “Union”)

1.

The purpose of this letter of agreement is to provide clarification regarding previous seniority recognition for employees who were terminated under Part A of the previous Collective Bargaining Agreement and availed themselves of the opportunity to be re-employed with Maple Leaf Consumer Foods Inc., Lagimodiere Facility, Winnipeg, Manitoba.

Specifically, the Company will recognize the previous seniority for the above-mentioned employees accumulated under Part A of the previous Collective Bargaining Agreement, expiring in 1999, for the following purposes:

- a) vacation entitlements;

-
- b) in regards to **classification** postings;
 - c) in regard to lay-off and recall;
 - d) on scheduling of hours; and
 - e) vacation schedule.

For all other purposes, said employees shall receive a new seniority date of April 1, 1999.

2.

In accordance with the closure agreement for the Marion Street and Warman Road facilities, affected employees were credited with combined total service for vacation entitlement under 14.03 and 14.14.

3.

For the duration of the current collective agreement, the Employer will continue to provide the Chief and Assistant Chief Steward with reasonable access to a private room in order to conduct private Union business.

The Union agrees not to abuse this privilege.

4. Lagimodiere Success Sharing Plan

The Company agrees that a success sharing plan will remain in place during the term of the Collective Bargaining Agreement. The potential payouts of the plan will be no less than their respective historical ranges.

Should the Company plan to make any changes to these programs they will provide the details to the Union in advance.

5. Temporary Transfers

The Parties recognize that instances such as variations in work volumes or backlog of work, the Company may be required to transfer employees from one department to another.

A senior employee will not be required to accept a temporary transfer if there is a junior employee in the department qualified for the assignment and they are able to perform the work of the junior transferred employee.

6.

The parties agree to form a committee to review the training practises across the plant to ensure that adequate training is provided to employees. The terms of reference of this committee will be detailed in a letter of understanding and will contain the following items:

- 1. The committee will consist of three members appointed by the Union and three members appointed by the Company.**
- 2. The committee will conduct a review of the training practises and procedures for all departments of the plant.**

-
- 3. In addition to general considerations the committee will make recommendations to the Joint Labour Management Committee on the general training needs of the departments.**
 - 4. Once the review is completed, the committee will provide a report to the Joint Labour Management Committee and attend the presentation meeting to answer any questions.**
 - 5. In considering the committee recommendations, management will act reasonably and in good faith with a view to making meaningful improvements to training practises and procedures, where required.**

7. Online Posting Process

The Company will explore the possibility of implementing an online posting process over the life of the agreement and will discuss with the Union at JLM meetings annually.

8. Joint Employment Project

The Company agrees to discuss the possibility of establishing a joint employment project, to hire and support persons with disabilities in the workplace. The objective is to hire workers who identify as having a disability and may include working with social service agencies

that currently work with this population. As is the case with all employees, the parties recognize the health and safety and food safety requirements within the plant.

9. Respectful Workplace Article 31

During the current contract negotiations, the Union brought forward concerns about respect in the workplace within the plant. The Company, the Union and the Employees jointly recognize the importance of having mutual respect and dignity in the workplace.

To address these concerns brought forward, the Company and the Union will:

- Establish respect and dignity as a standing agenda item at the Joint Labour Relations committee.**
- Additional members may be invited to attend the meetings as applicable;**
- Upon ratification of the contract the committee will meet as soon as reasonably possible or within three (3) months;**
- The Joint Labour Relations committee will meet quarterly.**

10. Expansion At The Lagimodiere Plant

Whereby the Company advised that there will be an expansion to the Lagimodiere facility, and in recognition of the fact that the Company

requires flexibility for an expansion of this magnitude to the Lagimodiere facility, the following will apply:

It is recognized that in order to ensure a balance of skills during the ramp up period, the movement of employees from one area to the other will be vital to the success of the ramp up.

In order to ensure a smooth ramp up to the bacon expansion process, the Parties agree to the following:

- The Company agrees to post an Expression of Interest in order to communicate with employees regarding job opportunities resulting from the expansion.**
- The ability to reassign current or former Bacon department employees by mutual agreement with consideration to both qualifications and seniority.**
- Jobs related to the expansion will be posted simultaneously.**
- Vacancies related to the movement of employees from the current Bacon plant to the expansion plant will be posted in accordance with the Collective Agreement.**
- This agreement will be in place for a period of 4 months. The 4 month period will commence once the parties meet to formally discuss the implementation date.**

Furthermore, it is agreed that the Company

will provide the union with ongoing progress updates and either party can extend this letter by mutual agreement.

Signed this 17th day of MAY, 2021.

On behalf of the Union:



Jeff Traeger

On behalf of the Company:



Dezi Singh

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 Maple Leaf Consumer Foods Inc. contain the following statements:

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

The Company agrees to deduct from the wages of the employee such Union dues and initiation fees as are authorized by regular and proper vote of the membership of the Union. The Company further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first paycheque(s). Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company's four (4) or

five (5) weeks' accounting period and accompanied by a four (4) weeks' or monthly list of the names, Social Insurance Numbers and plant numbers of the employees for whom deductions were made and the amount of each deduction."

Please complete the attached Membership Application immediately and return it to the Company 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



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) | SOCIAL INSURANCE NO. | |
| MAILING ADDRESS | | CITY | PROVINCE | POSTAL CODE | | HOME PHONE | | |
| PREFERRED LANGUAGE | E-MAIL ADDRESS | SAMPLE | | | | | | |
| COMPANY NAME | | | | | | | | |
| CORE NO. / SECTION | | | | | | | | |
| CLASSIFICATION | | EMPLOYEE NO. | | FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> | | CASUAL <input type="checkbox"/> OTHER <input type="checkbox"/> | | |

I hereby make application for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be forfeited and my membership declared void if they are not true. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances and all other matters relating to my employment, either directly or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures to safeguard my privacy and protect my personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that my 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

X

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9852.

[illegible]

Your Right to Refuse Dangerous Work



**SAFE
WORK**



Workplace safety and health is everyone's concern and everyone's right.

You can refuse dangerous work and your right to do so is protected by law.

Hazards in the Workplace

At any time in your working life, you may encounter work involving safety and health risks that are not normal for the job. Hazards and dangerous situations should immediately be reported to your supervisor in order to prevent an injury or illness. In most cases, the situation is resolved by eliminating the hazard. If the situation is not rectified, you can exercise your right to refuse work.

What is the Right to Refuse?

Under the law, (Manitoba's Workplace Safety and Health Act), you can refuse any task that you have reasonable grounds to believe is dangerous to your safety and health or the safety and health of others. (The work refusal is initiated by the worker.)

Section 43(1) of the Act states: "A worker may refuse to work or do particular work at a workplace if he or she believes on reasonable grounds that the work constitutes a danger to his or her safety or health or to the safety or health of another worker or another person."

Remember... you may not be disciplined for exercising your right to refuse in good faith, and you are entitled to the same wages and benefits that you would have received had the refusal not taken place. Your employer may also re-assign you temporarily to alternate work while the situation is being remedied. Stay at your workplace for your normal working hours unless your employer gives you permission to leave.

What is Dangerous Work?

“Dangerous” work generally means: work involving safety and health risks that are not normal for the job.

What Are the Steps Involved?

Step 1

Report immediately to your supervisor, or to any other person in charge at the workplace, giving your reasons for refusing to work. At this point, the refusing worker and supervisor must attempt to resolve the concern. If the employer resolves the matter to your satisfaction, go back to work. If you still believe the work is dangerous...

Step 2

If the supervisor and worker cannot resolve the refusal, the worker co-chairperson of the safety and health committee, or a committee member (or a worker rep, if there is no committee), must be asked to help for the purpose of inspecting the workplace. If the dangerous condition is not remedied after the inspection

Step 3

Any of the persons present during the inspection in STEP 2 may notify a safety and health officer of the refusal to work and the reasons for it. The safety and health officer will investigate the matter and decide whether the job situation or task the worker has refused constitutes a danger to the safety or health of the worker or any other worker or person at the workplace.

The officer will provide a written decision to the refusing worker, each co-chairperson, or the rep, and the employer. Anyone directly affected by an officer's decision may appeal it to the Director of the Workplace Safety and Health Division. The Director will make a decision about the appeal, and provide written reasons. The decision of the Director may be appealed to the Manitoba Labour Board.

WHMIS - CLASSES AND SYMBOLS

Class A - Compressed Gas

This class includes compressed gases, dissolved gases and gases liquified by compression or refrigeration. Eg.: gas cylinders for oxyacetylene welding or water disinfection.



Class B - Flammable & Combustible Material

Solids, liquids and gases capable of catching fire or exploding in the presence of a source of ignition. Eg.: white phosphorus, acetone and butane. Flammable liquids such as acetone are more easily ignited than combustible liquids such as kerosene.



Class C - Oxidizing Material

Materials which provide oxygen or a similar substance and which increase the risk of fire if they come in contact with flammable or combustible materials. Eg.: sodium hypochlorite, perchloric acid, inorganic peroxides.



Class D - Poisonous/Infectious Materials

Class D - Division 1

Materials causing immediate and serious toxic effects. This division covers materials which can cause the death of a person exposed to small amounts. Eg.: sodium cyanide, hydrogen sulphide.



WHMIS - CLASSES AND SYMBOLS

Class D - Division 2

Materials causing other toxic effects. This division covers materials which cause immediate skin or eye irritation as well as those which can cause long-term effects. Eg.: acetone (irritant), asbestos (cancer causing), toluene diisocyanate (a sensitizing agent).



Class D - Division 3

Bio-hazardous infectious material. This division applies to materials which contain harmful micro-organisms. Eg.: cultures or diagnostic specimens containing salmonella bacteria or the Hepatitis B virus.



Class E - Corrosive Material

Acid or caustic materials which can destroy the skin or eat through metals. Eg.: muriatic acid, lye.



Class F - Dangerously Reactive Material

Products which can undergo dangerous reactions if subjected to heat, pressure, shock or allowed to be in contact with water. Eg.: plastic monomers, such as butadiene and some cyanides.



Calendar for each year of
agreement 2020

Calendar for each year of
agreement 2021

Calendar for each year of
agreement 2022

Calendar for each year of
agreement 2023

Calendar for each year of
agreement 2024

Calendar for each year of
agreement 2025

We Are Here to Serve You

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204-786-5055 — Toll-free 1-888-UFCW832
Fax — 204-786-3175
info@ufcw832.com

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