

**EXCELDOR  
COOPERATIVE**

FROM: April 1, 2021  
TO: March 31, 2026

# President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is stylized with a long horizontal line extending to the right.

Jeff Traeger,  
President UFCW Local 832



# EXCELDOR COOPERATIVE

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**EXP. DATE: MARCH 31, 2026**

AGREEMENT BETWEEN:

**EXCELDOR COOPERATIVE,**  
herein referred to as the  
"Company"

AND

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

**ARTICLE 1 PURPOSE**

1.01 It is the purpose and intent of this Agreement to maintain and improve harmonious relations between the Company and its employees, to set forth conditions of employment and wages, to provide an amicable method of settling any differences or grievances which may possibly arise and to encourage and promote efficient, safe and uninterrupted operations.

**ARTICLE 2 RECOGNITION**

2.01 The Company recognizes the Union as the exclusive bargaining agent for all employees of **Exceldor Cooperative in the Hatchery Operations in Winnipeg and the Blumenort Plant**, in the Province of Manitoba, save and except supervisors, lead hands specific to the Blumenort Plant, **maximum of twenty (20) effective April 1<sup>st</sup>, 2021, maximum of twenty-two (22) effective April 1<sup>st</sup>, 2022 and a maximum of twenty-four (24) effective April 1<sup>st</sup>, 2024**, with an increase if the Company expands its operations by an amount as reasonably determined by the Company and the Union, at both locations save and except Supervisor, Office Personnel, QA-HACCP Coordinators, office personnel, those above rank of supervisor and those excluded by the act.

2.02

**Union Access**

A duly authorized full-time representative known to the management as the servicing representative will be entitled to service the **Hatchery and Plant locations** for the purpose of observing working conditions, interviewing members, and to ensure the terms of the collective agreement are being implemented. The duly authorized full-time Union representative shall be entitled to visit all areas of the plants to which the bargaining unit employees have access for the purpose of communicating with the employees under the following conditions:

- a) when entering the Company's premises and before visiting the lunchrooms, the duly authorized Union Representative shall contact the **Human Resources Department** to advise that **they** intend to visit the lunchrooms. The purpose of the visit to the lunchrooms is to communicate with employees and be available to answer any questions or concerns employees may have during their meal or rest periods. The duly authorized Union Representative will be entitled to visit the plant floor after providing 24 hour notice to the **Human Resources Department**. The Chief Steward, or **their** designate, will be entitled to accompany the Union Representative at all times when the Union Representative is in the plant production area, or meeting with management, and such accompaniment will never be for more than two (2) hours per visit in total.
- (b) When at the plants, the Union Representative shall follow and observe all regulations and policies governing plant operations, **including security protocols**.
- (c) If the Union Representative wishes to speak to any employee where such discussion interferes with the employee's work, **they** will be entitled to communicate with employees in a private place within the Company's premises designated by management. Under no circumstances will a Union Representative interrupt, disrupt, or stop any employee on duty.
- (d) The Union shall notify the Company in writing of the person(s) who they expect to routinely visit the plant. Additional persons employed by the Union may be authorized for specific visits upon prior discussion with the **Human Resources Department**.

12.03                    **Bargaining Unit Work**

All employees of the Company who are excluded from the bargaining unit, with the exception of lead hands, shall not perform any work that can be performed by members of the bargaining unit unless no bargaining unit member is available, willing, able and capable of performing the normal functions of the job requirements.

**Company Management may perform hatchery bargaining unit work under the following conditions:**

- 1)     **Moving the birds on the wagons during the pull.**
- 2)     **Setting up the loads for drivers.**
- 3)     **Assisting the drivers to load birds on the trucks.**

**The performance of bargaining unit work by Company Management in the Hatchery Department shall not result in a reduction of hours, the layoff of hatchery bargaining unit employees or a permanent reduction of bargaining unit staff in the hatchery department.**

**ARTICLE 3                    DEFINITIONS**

3.01                    **Plural and Singular**

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

3.02                    **Regular Full-Time Employee**

A regular full-time employee means an employee who is normally scheduled to work forty (40) hours per week.

3.03                    **Regular Part-time Employee**

A regular part-time employee means an employee who works on a regular and reoccurring basis but is normally scheduled to work less than forty (40) hours per week. Under no circumstance will a regular part time employee be offered more hours than a regular full time employee in their department on any given day.

3.04 **Casual employees**

A casual employee means an employee who is hired for the purposes of replacing absent full-time or part-time employees for a temporary period of time of thirty (30) working days or less, due to absence caused by illness, injury, vacation, other leaves of absence or for circumstances of resource shortages as a result of an inability to hire sufficient staff to meet operational needs, and is to be excluded from this agreement. Casual employees will not be hired by the Company to the extent that part-time or full-time employees can be employed to perform the work that casuals are performing. Casual employees will not be hired by the Company when bargaining unit employees who are qualified, available, and agree to perform the work that would be assigned to the casual employee are on lay-off, nor will the use of casual employees result in the reduction of a bargaining unit employees' regular hours of work. The maximum number of casual employees that can be employed by the Company at any one time is thirty (30). The chief shop steward/or designate will be advised of any casual employees who are hired and which department they will be working in.

Where Casual employees are required and their use is to replace an employee who is absent due to illness, injury, vacation, resource shortage or other leaves of absence for a temporary period, the Company will ensure that such Casual employees are visually identifiable.

3.05 **Entry Level Employees**

- (a) The words entry level employee shall mean a person who is employed for a specific term of employment. Except as specifically mentioned in this Article, non-probationary entry level employees shall be covered by all aspects of this collective agreement.
- (b) Entry level employees in class one (1), two (2) or three (3) shall be hired at the class one (1) rate of pay as per Appendix A of this agreement for the duration of their probationary period, but shall not be assigned to a regular job classification for the duration of their probationary period. Entry level employees shall be eligible to apply for job postings as per Article 12.04 of this agreement.
- (c) Upon completion of their probationary period, entry level employees shall be paid as per Appendix A of this agreement for the classification they are working in, and shall be assigned on the basis of their seniority and qualifications to positions posted in accordance with Article 12.04.
- (d) The Company shall be entitled to maintain a maximum of eighty (80) entry level positions at any one time and shall indicate the start and finish date of each entry level position on the notice of hire sent to the Union.

- (e) Entry level employees will accrue seniority within the facility from their original date of hire. Once an entry level employee has completed twelve calendar months of continuous employment they shall be deemed to be a regular full-time employee.
- (f) Entry level employees shall have a ninety (90) calendar day probationary period (as per Article 3.08 herein). The Company shall have the right to extend the probationary of a maximum of five (5) such employees by a further ninety (90) calendar days due to absenteeism or work performance issues. An employee who has their probationary period extended under this provision shall be notified of same in writing and at a meeting with the department supervisor and Shop Steward. A copy of the notice shall be faxed to the Union Office within twenty-four (24) hours of the meeting with said employee.
- (g) If an entry level employee is eligible for rehire, the entry level employee shall be rehired by seniority and qualifications in their last designated department.

**3.06 Student Employee**

A student employee means an employee who is a student and who works on a regular and reoccurring basis between May 1st and September 15th of each year, and is paid in accordance with Appendix A of this Agreement.

**3.07 Layoff**

A layoff of an employee shall be deemed to occur when an employee is removed from the work schedule for one (1) week or more due to lack of work.

**3.08 Probationary Period**

A newly hired employee shall be on probation for ninety (90) calendar days since their most recent date of hire. During the probationary period, the employee shall be entitled to all the rights and benefits of this Agreement, except for the provisions of Article 12, Seniority and Appendix "B" Benefits.

After completion of the probationary period, seniority shall be established and shall be effective from the most recent date of hire. The Company may discharge any probationary employee within the above time limit and said employee shall have no recourse to the grievance and arbitration sections of this Agreement, in that the discharge of such employee shall be deemed to be a probationary release and to have been for just cause. An employee's probationary period may be extended by the Company for the same number of days that the employee was absent from work for any reason during said employee's probationary period.

3.09 The Union recognizes the Company's exclusive right to determine departments and work areas within the Company. For the purpose of this agreement, departments and work areas shall mean:

<b>Department</b>	<b>Work Areas</b>
<b>Primary Processing Days</b>	Live Hang Eviseration
<b>Primary Processing Evenings</b>	Live Hang Eviseration
<b>South Cut Up</b>	FP Breast Debone Deli
<b>North Cut Up</b>	Linco Thigh Debone Tray Pack Packaging
<b>Distribution</b>	Shipping Palletizing
<b>City Delivery Drivers</b>	
<b>Cut Up Evenings</b>	FP Breast Debone Deli Linco Thigh Debone Tray Pack Packaging
<b>West Cut &amp; Pack</b>	Manual Debone Cryovac
<b>Hatchery</b>	Hatchery Hatchery Driver Hatchery Maintenance Egg Storage
<b>Live Haul Drivers</b>	
<b>Sanitation</b>	
<b>Plant Maintenance</b>	

#### **ARTICLE 4            DEDUCTION OF UNION DUES**

4.01            The Company agrees to deduct from the wages of the employee such union dues and initiation fee as are authorized by the Union. The Company further agrees to deduct the union dues automatically from the wages of new or rehired employees' first paycheque(s). Monies deducted during any month shall be forwarded via 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) weeks' accounting period. The remittance will be accompanied by a four weeks' or monthly electronic remittance of the names, including name changes of employees, Social Insurance Numbers and plant numbers of the employees for whom deductions were made and the amount of each deduction. In addition the company will provide termination dates for employees who have terminated their employment in that accounting period.

4.02            Special assessments, if levied in accordance with the constitution and bylaws of the Union, will be deducted from the wages of employees.

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

4.04            The amount of regular Union membership dues paid by an employee during a taxation year shall be shown on each employee's Statement of Remuneration Paid Form T4, Supplementary, or such other similar form furnished by the Federal Income Tax authorities.

4.05            The Union shall indemnify and save harmless the Company from any and all claims, demands, actions and any other form of liability or expense arising out of or in respect of deductions made by the Company from the wages of any employee and remitted to the Union pursuant to the provisions of this Article 4.

#### **ARTICLE 5            UNION SHOP**

5.01            The Company agrees that it shall be a condition of employment that any employee who becomes a member of the Union shall maintain such membership in good standing during the life of this Agreement.

5.02            All new employees shall, as a condition of employment, apply for membership in the Union. The Company will procure from new employees the necessary membership application. The Company agrees to forward Exhibit One **electronically**, as

attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of a full-time employee.

5.03 The Company agrees that there will be no discrimination against any employee because of membership in the Union. The Company will provide addresses and telephone numbers of those employees that are not members of the Union but fall within the bargaining unit. The Union will not coerce or intimidate such employees nor solicit membership in the Union on Company time or on Company premises.

5.04 The Company shall provide the Union with a list containing the current names, addresses, telephone numbers, classifications, current department, rates of pay, and employee status of all bargaining unit employees, on March 1st, June 1st, September 1st, and December 1st of each calendar year. This list will be sorted in alpha order.

5.05 **New Worker Orientation**

The Company shall allow a Union facilitator provided by the Union fifteen (15) minutes during regular working hours to attend an orientation meeting with management and newly hired employees to explain their rights and obligations as Union members. Orientation shall occur within the first thirty (30) days of employment, and shall include all employees hired since the last orientation who have completed their probation. Time off to attend such meeting shall be paid at the regular rate of pay for all who attend and the Union will bear the cost of the wages for the Chief Shop Steward (or **their** designate) who will attend with, or in the place of the full-time Union Representative. A suitable employee of the Union's choice may be asked to facilitate the orientation meeting as a translator and if required, the Union will bear the cost of wages for the translator. **The Company will provide to the Union a list of names of the employees who attend the orientation. In addition to the list the Company will further provide a list of names of employees who are entry level employees.**

**ARTICLE 6 MANAGEMENT RIGHTS**

6.01 The Union recognizes that the Company has the sole and exclusive right to manage its business in all respects in accordance with its commitments and responsibilities. Except as specifically abridged or modified by this Agreement, the Company has the sole and exclusive right to plan, direct and control operations; to maintain discipline and efficiency; to require employees to observe reasonable Company rules and regulations; to hire, promote, demote, transfer and assign working hours; to discipline, suspend, or discharge employees for just cause; decide on the location of its plants, the products to be manufactured and/or processed; the schedule of productions, the methods of production and the process used; a number of the employees needed by the Company; operating techniques, methods, machinery and equipment; and to exercise jurisdiction over all operations, buildings, machinery, equipment and tools.

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

6.03 The Company maintains the right to implement an attendance management policy, and the Union has the right to grieve the application of that policy.

6.04 The Employer agrees that any exercise of the rights, powers and authority under this Article in conflict with any of the specific provisions elsewhere in this Agreement shall be subject to the provisions of the grievance procedure set forth in Article 8.

6.05 The Company will provide the Union with a copy of policies that affect employees covered by the collective agreement. A binder containing said policies will be made available to all employees for review in lunchrooms.

## **ARTICLE 7 STRIKES AND LOCKOUTS**

7.01 The Union and its members, individually and collectively, agree that during the term of this Agreement they will not cause, support, encourage, condone or engage in picketing or a strike, work stoppage, interruption, slow-down or other activity, either complete or partial, designed to restrict, disrupt, limit or otherwise interfere with production, either directly or indirectly.

7.02 The Company agrees that during the term of this Agreement it will not lock out any employee or lock out any employee in the guise of suspension of operations.

## **ARTICLE 8 DISCIPLINE/DISCHARGE**

8.01 In the event a non-probationary employee claims **they have** been disciplined without just cause by termination, suspension, written discipline or in the case of harassment, discrimination or absenteeism, the non-probationary employee shall submit a written grievance at Step 2 of the grievance procedure within fourteen (14) days after being notified by the Company of **their** discipline.

8.02 The parties agree that this Article 8 does not apply in the event of the discharge for any reason whatsoever of a probationary employee as referred to in Article 3.08.

8.03 Any non-probationary employee who wishes to challenge **their** dismissal must grieve.

- 8.04 (a) Unless immediate removal of an employee is required from the workplace because the employee is a danger to **themselves**, the workplace or others, the employee shall be entitled prior to the imposition of any letter of concern or written discipline or discharge, to be notified at a meeting with management for the reasons for discipline being considered. Unless the employee indicates otherwise in the presence of **their** full-time Union Representative or Shop Steward, that employee shall be accompanied by **their** full-time Union Representative (if present) and/or the Shop Steward of the affected employee's choice. The date, time and location of this meeting shall be arranged for at a mutually agreeable time between the Company and the Union. If a mutually convenient time cannot be arranged, a time will be scheduled with the Union Representative.
- (b) Immediately prior to a discipline meeting, the employee and the shop steward will have the opportunity to speak for five (5) minutes in private. The employee shall be notified in writing and at a meeting with **their** immediate Supervisor or designate of the grounds for any written discipline or discharge. The employee and the Union Representative or Shop Steward shall have an opportunity at said meeting to present the employee's version of events or any other relevant information.
- The Shop Steward shall receive a copy at said meeting and the Union Representative (if not present at the meeting) shall receive a copy of any written discipline or discharge via fax or email within twenty-four (24) hours of issuance, or at the end of the following business day in the event that discipline is issued after hours or on a weekend.
- (c) The Company shall provide the employee with any warning or adverse report. This includes any non-disciplinary letters that are placed in the employee's personnel file. Any reply by the employee shall become part of **their** record. The record of any adverse report or disciplinary action involving a written warning, shall neither be referred to nor used against an employee at any time after twelve (12) calendar months following such written warning, except in the case of a similar reoccurrence. The record of any adverse report or disciplinary action involving a suspension of three (3) days or less, shall neither be referred to nor used against an employee at any time after eighteen (18) calendar months following such suspension, or at any time after thirty-six (36) calendar months in the event of a suspension of more than three (3) days, except in the case of a similar reoccurrence within eighteen (18) or thirty-six (36) months of the event.

- (d) Upon written request to the Company, but no more than once (1x) per calendar year, an employee shall be given an exact copy of all documents on the employee's file, including those documents which may be utilized to substantiate a disciplinary action against **them** and **their** reply to any such document shall also be placed in the employee file. The initial request by the employee shall include copies of all documents, and subsequent requests shall include copies of documents added to the file since the employee's last request. An employee who has reviewed **their** file within the past calendar year, but has received discipline since the date of their last review, may review their file upon written request.

8.05 The Company shall post the progressive discipline policy in an area accessible to all employees.

## **ARTICLE 9 SETTLEMENT OF GRIEVANCES**

9.01 The Company and the Union agree that grievances should be adjusted as quickly as possible in the manner set out herein and without suspension, interruption or disruption of the normal operations of the Company.

9.02 A "grievance" shall mean a dispute concerning the interpretation, application or alleged violation of the provisions of this Agreement, or in the case of a non-probationary employee, a complaint that **they have** been disciplined or discharged without just cause.

9.03 The term "days" whenever used in this Article shall mean calendar days.

9.04 In the interest of communication and working relationships between the employees and the Company, employees are free to bring issues forward to the Company in an attempt to resolve those issues and create a harmonious working environment. If such an attempt fails and the employee chooses to file a grievance, such grievance will proceed as follows:

### **STEP ONE (Verbal)**

Step One will be initiated within fourteen (14) days immediately following the events giving rise to the grievance. Upon initiating the grievance a meeting to discuss the matter will be held between the employee and the shop steward or the shop steward alone with the immediate supervisor or general supervisor. The immediate supervisor or general supervisor shall reply to the grievance in writing within five (5) days immediately following the day on which the aforementioned discussion occurred.

## **STEP TWO (Written)**

Within fourteen (14) days of the decision made at Step One, the grievance shall be presented in writing by the Union to the **Human Resources Department**. The nature of the grievance, the Article or Articles of the Collective Agreement alleged to have been violated and the remedy sought shall be clearly set out in the written grievance. **The Human Resources Department** shall within seven (7) days after receipt of the written grievance at this Step Two, call a meeting of affected parties in an effort to resolve the grievance. **The Human Resources Department** shall within seven (7) days after such meeting state **their** decision in writing to the Union Representative.

If a satisfactory settlement cannot be reached at Step Two, then upon request of either party, within fourteen (14) days of receiving the Step 2 written decision by the **Human Resources Department or designate**, may request the grievance be referred to mediation through the Manitoba Department of Conciliation Services. It is also agreed by both parties that mediation is by mutual agreement. Neither party is obligated to take advantage of mediation.

## **STEP THREE**

If a satisfactory settlement cannot be reached at Step Two, then upon request of either party, the matter may be referred to arbitration in accordance with Article 10. Such referral must be made within fourteen (14) days of receiving the decision of the **Human Resources Department** at Step Two or fourteen (14) days following mediation if this option is exercised.

9.05 It is expressly understood and agreed between the Employee and the Union that when mediation is used to resolve an issue, the mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept **their** suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Company and the Union. Unless otherwise mutually agreed to between the Company and the Union, this procedure may only be used in situations where grievance mediation services are not available through the Manitoba Department of Conciliation Services.

9.06 A grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of this Agreement shall be initiated by either the Company or the Union at Step 2 of the grievance procedure within fourteen (14) calendar days after the event or circumstance giving rise to such policy grievance. However, the provisions of this Article 9.06 must not be used by the Union to

initiate any non-policy grievance directly affecting an employee or employees who could have initiated a grievance through the regular grievance procedure.

## **ARTICLE 10      ARBITRATION**

10.01                    When a party desires that a grievance be submitted to arbitration, that party shall notify the other party of its desire to submit the matter to arbitration within fourteen (14) calendar days after the date the decision at Step 2 of the grievance procedure was or should have been given. The matter is to be submitted to a single arbitrator to be chosen in rotation from a panel consisting of:

David Marr  
Blair Graham  
Michael Werier  
Gavin Wood

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

10.03                    The arbitrator shall not be deemed to be willing to act unless **they are** in the position to convene the hearing within twenty-eight (28) days from the date of **their** selection. In the event none of the above arbitrators is willing to convene a hearing within twenty-eight (28) days, the matter will be referred to the Manitoba Labour Board which shall appoint an arbitrator. The decision of the arbitrator shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing.

10.04                    The arbitrator may determine **their** own procedure but shall give full opportunity to all parties to present evidence and to make representations.

10.05                    In any arbitration, the written representation of the aggrieved employee at Step 2 of the grievance procedure (or, in the case of a policy grievance, the written representations of the Union or the Company at Step 2) and the decision of the Company (or, in the case of a policy grievance, the decision of the Union) at Step 2 of the grievance procedure shall be presented to the arbitrator, and the award of the arbitrator shall be confined to the issues therein set out.

10.06                    In no event shall the arbitrator alter, modify or amend any part of this Agreement, nor shall **they** have the authority to make any decisions inconsistent with the provisions hereof. The arbitrator shall have the authority, within the above limitations, to dispose of grievances in such manner as **they** may deem just in the circumstances.

10.07 The findings and decision of the arbitrator on all arbitrable questions shall be final and binding upon all parties concerned.

10.08 The Company and the Union shall each pay one-half (½) of the fees and expenses of the arbitrator.

10.09 No grievance may be submitted to arbitration which has not been properly carried through all the requisite Steps of the grievance procedure.

10.10 The time limits set out in the grievance procedure (Article 9) and the arbitration provisions (Article 10) are mandatory and may only be extended by mutual agreement in writing between the Company and the Union.

10.11 In the interest of settling a grievance prior to an arbitration hearing either party may request the assistance of a grievance mediator from the **Manitoba Labour Board**. In the event the costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the parties to the arbitration proceedings.

10.12 Grievances referred to arbitration concerning disciplinary matters and/or only affecting an individual employee shall be heard by a sole Arbitrator as herein before set out. In the sole discretion of either the Company or the Union, any policy grievance or other grievance which could potentially affect more than one employee at time of referral or in the future, shall be heard by a three (3) person panel. The chair shall be selected from one of the three individuals listed in Article 10.01 as per this article and the panel shall be completed by an appointee of the Union and an appointee of the Company. Time limits shall be followed in accordance with this article. If either the Company or the Union refer a grievance to arbitration pursuant to the expedited arbitration provisions of The Labour Relations Act, which involves a policy matter or a matter which could potentially affect more than one (1) employee, either party may request that this arbitration be heard by a three (3) person panel. In those instances, the parties agree that they shall appoint their nominees to the panel, which shall be chaired by the arbitrator elected by the Manitoba Labour Board. The parties further agree that the nominees shall be available to sit on the day set by the Manitoba Labour Board for the hearing of the matter in dispute.

## **ARTICLE 11      SHOP STEWARDS**

11.01 The Company acknowledges the right of the Union to elect or appoint Shop Stewards, and the Union shall endeavour to have Shop Steward representation throughout the departments of the plant. The Union shall notify the Company in writing of the names of all Shop Stewards and any changes thereto. The Company will not recognize any employee as a Shop Steward until it has received notification from the Union. Shop Stewards will be entitled to wear steward identification in the form of stickers

or arm bands while at work. The Company shall not discriminate against any member of the bargaining unit for exercising their rights under the terms of the Collective Agreement. In the event that a Shop Steward is subject to discipline by the Company, the duly authorized full time Union Representative (if available) shall be present for such disciplinary meeting.

11.02 Shop Stewards shall perform their regular work assignments and shall engage in no Union related activity whatsoever during working hours except as specifically provided for in Article 9 and Article 11. A Shop Steward shall accompany any employee called to a meeting with management where said employee is being investigated for potential disciplinary action unless the employee specifically indicates otherwise.

11.03 To ensure production is not interfered with or disrupted, the parties agree that the following rules shall apply:

1. A Shop Steward will be released from **their** regular work assignment only when necessary for the adjustment of a grievance or to attend a meeting scheduled by the Company.
2. A Shop Steward shall not leave **their** regular duties during working hours without first requesting and obtaining permission from **their** immediate supervisor or designate. Permission to attend to Shop Steward duties shall be granted within one (1) hour of the request. Permission may be denied based on operational requirements. Once permission is received, shop stewards shall punch out and when returning to regular duties, shall punch back. When requesting permission to leave in order to investigate a grievance with a member, interviewing witnesses to a potential grievance, or discussing a grievance with supervisors, the Production Manager or the Human Resource **Department** the Shop Steward shall inform **their** immediate supervisor of the nature of the grievance and **their** intended destination. Subject to the requirements and efficiency of operations, permission to leave shall not be unreasonably withheld. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that the Shop Steward shall return to **their** regular duties as expeditiously as possible. It is further understood that all time spent by Shop Stewards performing Shop Steward duties shall be considered for all purposes as time worked.
3. No employee shall leave **their** regular duties to communicate with a Shop Steward without first requesting and obtaining permission from **their** immediate supervisor. Subject to the requirements and efficiency of operations, permission to leave shall not be unreasonably withheld. Once permission is received employees

shall punch out and when returning to regular duties shall punch back. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that the employee shall return to **their** regular duties as expeditiously as possible. Time spent conducting the above noted duties shall be considered time worked for all purposes and punching in and out shall not result in any pay being deducted from the shop steward or the employee.

4. Abuse of leave or excessive use of time spent adjusting grievances shall not be permitted and in no event shall the adjustment of grievances unnecessarily interfere with or disrupt production. Time spent conducting the above noted duties shall be considered time worked and the punching in and out shall not result in any pay being deducted from the shop steward.

11.04 The Company will provide space for a UFCW Steward filing cabinet in the plant, in an area accessible to the Shop Stewards and Health and Safety Committee members during working hours, as well as the full-time Union Representative. The filing cabinet and all keys for Shop Stewards and Health and Safety Committee members will be provided by the Union. The cost of replacing the keys and the cost of all supplies for the cabinet will be the responsibility of the Union. In the event that a shop steward wants to meet with an employee in private, where available, a room will be provided for such purpose.

## **ARTICLE 12 SENIORITY**

12.01 Seniority shall mean the length of an employee's continuous service with the Company since **their** most recent date of hire. All employees hired on the same day will have their seniority ranked in order of their employee number (employee 1203 is more senior to employee 1205).

### **12.02 Seniority Broken**

An employee's continuous service with the Company shall be deemed to be broken and **their** seniority lost and employment with the Company terminated for all purposes if the employee:

- (a) quits; or
- (b) is discharged by the Company for just cause and is not reinstated through the grievance and arbitration procedure contained in this Agreement; or

- (c) is absent from work for three (3) consecutive days without an authorized leave of absence or without notifying **their** immediate supervisor; or
- (d) is laid off for a period longer than twelve (12) months or is absent from work due to illness or accident for a period of more than two (2) years;
- (e) fails to report for work after notification to **their** last known address by registered mail when recalled following a layoff, the onus being on the employee to keep the Company advised of **their** current address, except only that where the employee is unable to report for work after such notification because **they** must give ten (10) working days or two calendar weeks, whichever is shorter notice of termination of employment to another Company and **they** must work for that other Company during the said notice period, then such employee shall notify the Company as soon as possible of **their** inability to report for work for those reasons and such employee shall report for work immediately upon the expiry of the said notice period, failing any of which this Article 12.02 shall apply; or
- (f) retires; or
- (g) fails to report for work at the expiration of an approved leave of absence, a vacation or a suspension, unless the employee can satisfy the Company that **they** had a reasonable excuse for failing to report; or
- (h) is promoted to an out of scope position and does not return to the bargaining unit within three (3) calendar months of the promotion, or fills an out of scope temporary vacancy and does not return to the bargaining unit within **twenty (20) calendar** months of the appointment to the temporary vacancy.

Should the employee choose to return to their bargaining unit classification or be returned to the bargaining unit within the applicable time frame, **they** shall retain the seniority **they** had acquired at the time of the move to the out of scope position.

The Company will provide the Union with written notice of the date the bargaining unit employee accepts and is promoted to an out of scope position. If a bargaining unit employee fills a temporary vacancy, the Company will notify the Union with written notice if that vacancy is for longer than one (1) week.

12.03 The Company will maintain a permanent posting of an up-to-date seniority list inclusive of employees who are on layoff, maternity/parental leave, Workers Compensation, Blue Cross disability, or any other extended leave. This list will include the name, employee number, hire date, status (ie, full time, part time lay off or LOA) and department. The list will be sorted by seniority date and updated each December 1st, March 1st, June 1st, and September 1st of each year and a copy of the list will be provided to the Union when updated. Upon request, the Company or the Union will provide the most current address and phone number for an employee.

12.04

### **Postings**

- (a) When a vacancy occurs in an area of the plant **or hatchery** and there is a requirement to fill such vacancy to meet business needs, the Company will post the vacancy for five (5) working days provided it is not an entry level vacancy. The vacancy will be posted on the bulletin board set aside strictly for job postings and a copy will be provided to the Chief Shop Steward within twenty-four (24) hours of the posting. All employees interested in the vacancy, must sign the posting within the five (5) working day posting period, and a list of applicants will be provided to the Chief Shop Steward within forty-eight (48) hours of the posting being taken down. Employees may provide written confirmation that they wish to be considered for a specific job posting prior to going on a vacation or on a leave of absence. Upon submission of written job posting request form, employees on a leave or on vacation will be considered as having applied for the applicable job posting as long as that employee is able to fill the vacancy within fifteen (15) working days upon the position being awarded. The Company will advise the chief steward of any postings that are cancelled. The successful candidate will be selected within ten (10) working days of the posting being taken down. The Company will be entitled to temporarily fill the vacancy until the vacancy is permanently filled. The successful candidate will be notified within five (5) working days of being selected. The successful applicant will, unless otherwise mutually agreed between the Company and the Union, be transferred to the vacancy within ten (10) working days (under exceptional circumstances up to fifteen (15) working days) after the successful candidate is notified. The Company will provide the name of the successful applicant to the Chief Shop Steward within two (2) working days of the award, and will post weekly the successful applicant(s) name(s) on the job posting board. **When requested, in the event that a junior employee was the successful applicant, the Cooperative will provide non-medical related information as to why the senior applicant(s) was not selected.**

- (b) Vacancies of sixty (60) working days or more, will be posted as soon as the Company is made aware of the employee temporarily vacating the position. Vacancies of less than sixty (60) working days caused by absence due to illness, accident, vacation or leaves of absence, need not be posted and may be filled with entry level employees who are available and qualified. If there are no qualified entry level employees, Management will reassign regular employees as required. It is understood that no regular employees who have posted out of a job classification will be reassigned to the position they posted out of under this provision for a period of nine (9) months.
- (c) Vacancy postings shall indicate the classification, start times, department and work area (if applicable) as well as whether the vacancy is in a rotation area. For information purposes and subject to change, the Company will also identify work tasks assigned to the vacant posting.
- (d) Employees who are away from work for twenty (20) working days or more shall be bypassed when granting the bid position.
- (e) Successful applicants bidding into a job may not apply for a further classification posting, until they have worked for six (6) months in the position, except if the employee is applying to a higher paid classification **within their department** or a different start time in their department.

Temporary vacancies of sixty (60) working days or more shall be filled in accordance with 12.04(a) above. The employee who fills such temporary vacancies shall be entitled to return to **their** former classification after the expiry date of said temporary posting.

12.05 The Company shall fill new vacancies with current employees who submit applications during the vacancy posting as set out in 12.04 (a) above. On condition the employee possesses the required qualifications the most senior applicant will be awarded the vacancy and will have the following as a familiarization period in order to demonstrate they are able to perform the work.

Class 1	<b>Up to 10</b> working days
Class 2, 3, 4, 5	<b>Up to 20</b> working days
<b>Certified Classes &amp; Class 6A-6E</b>	20 up to 80 working days

The Company reserves the right to extend the familiarization period up to an additional five (5) working days to ensure the employee has the skills to perform the duties of the posted vacancy. Notification of any extension will be provided to the Chief Shop Steward and the employee will be notified by the Company.

If, during the familiarization period, the employee is causing damage to product or equipment or inefficiency in the operation, the employee will be removed and returned to their former classification.

Should there be no satisfactorily qualified and able applicants for a posted vacancy the Company shall have the right to hire from outside or assign an alternate current employee who agrees to be transferred.

12.06 During the employee's familiarization period, the successful applicant will receive all necessary training on all equipment, machinery and work procedures required for the job. Such training will be provided by persons who are capable and proficient at performing in that classification. For any duty that requires use of the forklift, a certified forklift instructor shall provide such instruction.

12.07 An employee who moves to a new classification, as a result of being the successful candidate to a vacancy posting, shall be allowed a familiarization period based on classification in accordance with 12.05 during which time the Company shall determine the employee's suitability for the classification. Within this period the employee may be returned by the Company to the classification **they** formerly occupied. Should such employee be returned to **their** former classification, then the employee who had filled said classification shall also be returned to **their** former classification. Any employee so returned to a former classification shall not be precluded from applying for other vacancies that may arise. Should an employee wish to return to **their** former classification within the familiarization period, then such employee shall be allowed to do so but in such event the employee shall not be entitled to apply for other postings for a period of six (6) months, unless the Company otherwise agrees.

12.08 An employee who bids for and is awarded a vacancy from one classification to a different classification, will be slotted into the pay classification at the progression rate corresponding to the number of months that **they have** worked with the Company. The new rate for such employees shall become effective upon the day that the employee starts working in the new classification.

**12.09 Where there is a vacancy in the Sanitation Department, regular employees currently working in sanitation will be given first offer of those jobs by qualifications and seniority. It is understood that all Sanitation employees have equal skills and qualifications within the Sanitation Department. It is further understood there will be no subsequent movement of employees in sanitation as a result of the vacancy.**

**12.10** Where there is a vacancy in the Hatchery Department, regular employees currently working in the hatchery will be given first offer of those jobs by qualifications and seniority.

**ARTICLE 13 LAY OFFS/ RECALLS AND LACK OF HOURS**

13.01 In the event of layoff and recall from layoff, employees shall be laid off in reverse order of seniority by department. **Employees will be** recalled in reverse order of layoff by department provided that the senior employee to be retained or recalled, possesses, in the opinion of the Company, which shall not be exercised in an arbitrary or discriminatory manner, the qualifications, experience, skill and ability to perform the tasks required. Further that the senior employee to be retained in the event of layoff shall have the right to exercise **their** seniority and bump only once into a classification held by a junior employee.

13.02 With the exception of the Live Haul department, additional regular available hours of work for non-full-time employees shall be scheduled to qualified entry level employees first, then to the most senior part-time employee in each department, and thereafter in decreasing order of seniority, providing the part-time employee is qualified, available, and willing to work the hours.

**ARTICLE 14 SEVERENCE PAY**

**14.01 Severance Pay**

In the event of a permanent closure of all or any portion of the Cooperative's operation, employees will be eligible to receive severance pay as per the Employment Standards Code on the date of ratification of this agreement.

**ARTICLE 15 LEAVES OF ABSENCE**

**15.01 Union Leave of Absence**

Employees, not to exceed two (2), who are elected or appointed to a full-time position with the Union or a full-time position to represent the United Food and Commercial Workers with the Canadian Labour Congress or one of its chartered bodies shall, upon one (1) month's written notice to the Company be granted a leave of absence without pay for a period not to exceed the term of this Agreement, and within one (1) month's written notice to the Company of their desire to return to work with the Company, subject to their seniority and their qualifications, experience, skill and ability to satisfactorily perform the required work, shall be placed in the position previously held or one at an equal rate of pay. If such positions are not available the employee shall, subject

to **their** seniority and **their** qualifications, experience, skill and ability to perform the tasks required, be placed in a job **they** can satisfactorily perform, retaining the seniority possessed at the time leave of absence was granted.

15.02                    **Union Education/Conference Leave**

Leave of absence for the purpose of attending union schools, conventions, conferences shall be granted by the Company on a written request from the Union subject to the requirements and efficiency of operations and subject to the following conditions:

- (a) employees, not to exceed six (6) at any one time, chosen by the Union shall be granted leave of absence not exceeding five (5) working days per year provided that the absence of each such employee shall not unreasonably affect the operation of the Company. Subject to operational requirements five (5) additional days may be granted to the Chief Shop Steward, the Assistant Chief Shop Steward, or a member elected to the executive board to perform their duties with the Union.
- (b) the Union shall give the Company as much notice as possible, but in no event less than two (2) weeks before the requested leave is to commence; and
- (c) a request for an extension of a leave of absence must be made prior to the expiration of the leave already granted and will be considered in relation to existing conditions.
- (d) Shop Stewards, not to exceed one (1) from any department at any one time, shall be granted leave of absence not exceeding two (2) working days per year for the purpose of Union education. The Company agrees that such leave is guaranteed and is not subject to the requirements and efficiency of operations except during the blackout periods of July, August, and December where no Union education leaves will be approved. September leave requests will be subject to operational requirements.

Requests for leave to attend the National Defence Fund (NDF) conference shall be granted and guaranteed for a maximum of two (2) shop stewards for no more than two (2) working days where the conference is held outside of Winnipeg.

A travel day will be provided without pay when the conference is held outside of Manitoba. In the event the NDF Conference is held in Winnipeg, attendance is granted and guaranteed for up to a

maximum of five (5) shop stewards for no more than two (2) working days each.

The Union agrees to provide a minimum of four (4) weeks' notice for any Union Education/Conference Leave.

For leaves granted in accordance with the above, the Company agrees to pay the employee involved for all wages employees would have received had **they** been at work and such costs will be reimbursed to the Company by the Union.

Unlike leaves as noted above, where the Company compensates the employees to be reimbursed by the Union after it has received the bill, for any Union leaves of absence of a duration longer than six (6) months, the Company shall not be responsible for paying the employee for either wages or benefits up front.

**15.03                    Negotiations Leave**

Leave of absence for collective bargaining shall be granted with pay to a maximum of **five (5)** employees. The Company agrees to pay the employees involved for all wages and benefits employees would have received had they been at work and such costs will be reimbursed to the Company by the Union.

**15.04                    Maternity Leave**

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

In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks.

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

15.05

**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) 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 of up to **sixty-three (63)** weeks.

(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 **their** parental leave is to commence.

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

When an application for parental leave under 15.05 1(a) above is not made in accordance with 15.05 1(b), the employee is nonetheless entitled to, and upon application to the Company shall be granted, parental leave under this article for the full thirty-seven (37) week leave period.

(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.

15.06 **Paternity Leave**

Each male employee shall be granted a leave of absence without pay of up to seven (7) days to be taken at or around the time of the birth of the child.

15.07 **Family Responsibility Leave**

In the event of a medical or dental appointment for an employee's spouse (***including common law spouse and same sex partner***), parent or child (***including step-child and foster child***) which has not been able to be scheduled during non-working hours, or an illness or injury occurring to a spouse (***including common law spouse and same sex partner***), parent or child (***including step-child and foster child***), the employee, may utilize up to six (6) days or forty-eight (48) hours without pay per calendar year. Included as part of the six (6) days leave, will be three (3) days as provided by the Employment Standards Code under the definition of family. These three (3) days if used for any family member other than spouse, parent or child, will be deducted from the total of the six (6) days of entitlement. The purpose of this leave shall be to enable the employee to attend to the needs of **their** ailing family member or assist them in attending medical or dental appointments, or to attend to an urgent family matter.

In the event of a non-emergency medical/dental appointment, the employee will endeavour to give the Company seventy-two (72) hours' notice of their appointment.

Employees must also provide reasonable verification that the leave is necessary if requested by the Company.

15.08                    **Jury Duty**

Employees who are required by law to serve as jurors or witnesses, in any court or required to attend to the court for jury selection, shall be granted leave of absence. The employee will receive the difference between the fees received from the Crown and their regular wage or salary of basic wages they would normally have earned had they been scheduled to work on such days. The employee shall report for work when not required by the Court providing there is not less than two (2) hours remaining in **their** or her normal work shift.

15.09                    **Witness Leave**

Employees required to appear in Court as a witness on behalf of the Crown or Company shall be paid wages amounting to the difference between the amount paid to them for witness fees and the amount they would have earned had they worked on such days provided that such days fall on a regular scheduled working day for that employee. The Company's responsibility for such compensation in respect of an employee called as a Crown witness shall be to a maximum of five (5) days per year per employee affected.

15.10                    **Bereavement Leave**

- (a)            The intent of this Article is to minimize the loss of regular pay at a time of bereavement. Therefore, pay will be made only for the regularly scheduled workdays lost during the period of bereavement. Holidays, vacations, illness, regularly scheduled days off, any leave of absence and any other days which the employee would not otherwise have worked shall reduce, in part or in total, the number of days paid for.

Management reserves the right to ask for supporting documentation for all bereavement leaves.

- (b)            In the event of death of an employee's spouse (including common law spouse **or same sex partner** where the employee has cohabited with the common law spouse **or same sex partner** throughout the immediately preceding twelve (12) months), daughter, son, mother, father, sister, brother, mother-in-law or father-in-law, **current or former foster child**, guardians or those individuals that the employee is a guardian for, the Company will grant such employee three (3) consecutive days leave of absence with pay at the employee's regular rate of pay for any actual time lost to a maximum of eight (8) hours per day.

- (c) In the event of death of an employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren, aunt, uncle, **niece or nephew**, stepparent, stepchild, or stepsibling, the Company will grant such employee one (1) day leave of absence with pay at the employee's regular rate of pay to a maximum of eight (8) hours for any actual time lost on the day of the funeral in order to attend the funeral/memorial service or interment. In the event that the employee is acting as a pallbearer or delivering a eulogy, the employee will be granted one (1) day off without pay. In accordance with the Employment Standards Code, an employee may utilize up to an additional two (2) days of unpaid leave.
- (d) Employees must notify their immediate supervisor prior to taking any time off for bereavement.
- (e) When an employee attends a funeral of a relative, where the funeral is two hundred (200) kilometres or more from **the employees primary work location** the employee will be entitled to one (1) extra day without pay for travel time. Employees will also be entitled to extra days off without pay, **based on operational requirements, if they are required to travel outside of Canada.**

**15.11** On return from an approved leave of absence of six (6) months or less for any reason, the Company shall reinstate the employee to the same duties and classification occupied when the leave began. In the event that the classification occupied when the leave began no longer exists, the employee shall be placed in a comparable classification, on the same shift, at the same level of wages, and with any other benefits earned by the employee immediately before the leave began.

**15.12** Subject to operational requirements and at the sole discretion of the Company a leave of absence without pay, for personal reasons, may be granted to an employee, a written application must be made by the employee to the Company and written confirmation of said leave shall be given to the employee by the Company. The employee will provide as much notice as possible for a request made pertaining to medical appointments. The employer will provide a response within three (3) working days of receiving the request whenever possible.

**15.13** **Domestic Violence and Stalking Leave**

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

**ARTICLE 16            UNION NOTICES**

16.01                    During the life of this Agreement the Company agrees to permit Union Representatives and/or shop stewards to put notices of Union meetings or other Union Business to Union members upon bulletin boards identified as Union bulletin boards. The Company will provide one (1) bulletin board by each lunchroom and one (1) by the live hang coffee room. No notice containing derogatory comments towards the Company or any person will be acceptable.

**ARTICLE 17            HOURS OF WORK AND OVERTIME**

17.01                    The normal work week for full time **production employees** shall consist of forty (40) hours to be worked in five (5) days, eight (8) hour shifts Monday to Friday inclusive.

**The normal week for non-production employees (sanitation, distribution, plant maintenance, hatchery, live haul drivers, city delivery drivers) shall consist of forty (40) hours paid at regular rate of pay to be worked in five (5) or four (4) days, either at eight (8) hours or ten (10) hours each day; or twelve (12) hour shifts which are paid as per Employment Standards.**

**The Cooperative will offer non - Monday to Friday shifts to non-production employees where an operational need for regular shifts on Saturdays and Sundays exists. These non-Monday to Friday shifts will be scheduled to employees who volunteer to work these shifts or bid on as per Article 12.04.**

**Hatchery employees will be scheduled in reverse order of seniority for Monday – Sunday shifts when required for operational purposes. In the event the Hatchery requires a regular shift to be worked on Sundays, these shifts will be scheduled to employees who volunteer or bid on Sunday shifts as a part of their work schedule.**

17.02                    The Company will determine if ten (10) hour shifts are required at **the Hatchery location** and these shall be scheduled by seniority to qualified employees who are not otherwise scheduled for other duties outside of Hatchery Worker or **Hatchery Coordinator** positions.

The Company shall first (1<sup>st</sup>) post a notice seeking volunteers for ten (10) hour shifts in the classifications of Hatchery Worker and **Hatchery Coordinator** not later than the end of the work day on Monday of each week for the following week. Employees wishing to volunteer for ten (10) hour shifts must indicate so by no later than noon on Tuesday.

If there are insufficient volunteers for the ten (10) hour shifts qualified employees will be scheduled by reverse seniority for these shifts, who are not otherwise scheduled for other duties outside of Hatchery Worker or Lead Hand positions.

Overtime will be scheduled in accordance with sub-article **17.07** separately for employees working ten (10) hour shifts and for employees working eight (8) hour shifts. For further clarification, employees working ten (10) hour shifts shall not be entitled to exercise their seniority with respect to overtime over employees working eight (8) hour shifts and vice versa.

**17.03** The Company shall post a one (1) week work schedule for all employees not later than Thursday noon (**Wednesday noon at the Hatchery**) of the week before the schedule comes into effect. Said schedule shall include the starting times of each shift that is to be worked by employees in the bargaining unit. If the new schedule is not posted by Thursday noon, then the schedule already posted shall apply for the following week. The posting of shifts shall not be construed as a guarantee of work or hours of work.

Said schedule may be changed without notice in the event of emergencies such as a snowstorm, breakdown of machinery, or other instances of force majeure. In all other cases at least twenty-four (24) hours' notice of change must be given, **unless mutually agreed upon between the employee and the Cooperative**. The Company will advise employees when there is a breakdown of machinery or other emergency. The employees will be advised not to swipe in and will be able to leave the workplace. An anticipated start time will be listed on the posting, however the Company reserves the right to change that start time if needed as they are provided with updates from maintenance. This article does not include employees in the Live Haul or City Driver departments.

All employees must receive ten (10) hours between their shifts, unless a shorter period of time is mutually agreeable between the employee and the Company. Live Haul drivers may receive less than ten (10) hours between their shifts, as the need arises.

**17.04**                    **Meal and Rest Periods**

- (a) Employees who work a shift of four (4) hours shall receive one (1) uninterrupted fifteen (15) minute rest period with pay.
- (b) Employees who work a shift of more than four (4) hours but less than six (6) hours shall receive one (1) uninterrupted fifteen (15) minute rest period with pay and an uninterrupted thirty (30) minute unpaid lunch period which shall be taken approximately four (4) hours into the employee's shift.

- (c) Employees who work a shift of six (6) hours or more shall receive two (2) uninterrupted fifteen (15) minute rest periods with pay and an uninterrupted thirty (30) minute unpaid lunch period which shall be taken approximately four (4) hours into the employee's shift. One (1) rest period shall be taken during the first half of said shift and the other rest period shall be taken during the second half of said shift.
- (d) For employees who work a shift of eight (8) hours, rest periods for all employees shall not begin until one (1) hour after commencement of work and must be completed no later than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.
- (e) There shall be up to a five (5) minute paid clean-up period prior to a thirty (30) minute unpaid lunch period provided in any shift in excess of four (4) hours. Should employees not utilize the full five (5) minute paid clean-up period, the remainder of that time is deemed to be unpaid and will be added to their thirty (30) minute unpaid lunch period. The combination of paid clean-up period and unpaid lunch period shall not exceed thirty-five (35) minutes. Immediately after the clean-up, the employee is required to swipe out.
- (f) In the live hang area **and Hatchery employees** will be entitled to five (5) minutes with pay of wash up and change time at the conclusion of their shift.
- (g) **With the exception of employees performing the tasks of Chick Counter, chick culling and egg traying, the Company will allow a maximum of five (5) minute paid time to Hatchery employees for changing clothing or equipment necessitated by a change from wet to dry working conditions.**

**17.05** Employees will receive one (1) uninterrupted thirty (30) minute rest period with pay after working beyond one and one-half (1 ½) hours of overtime in any one (1) day.

When overtime is required in the Turkey Evisceration and Live Hang Departments for more than one and one half (1½) hours in any one (1) day, the employee in those departments will receive one (1) uninterrupted thirty (30) minute rest period with pay after working one (1) hour into their overtime shift.

**17.06** Abuse of lunch periods and rest periods shall not be permitted. Employees shall be at their respective work stations ready to begin work at the time their shift starts and except for the time spent away from work for lunch periods and rest

periods, employees shall not quit work until the time their shift ends. Employees who are to be relieved for lunch periods or rest periods shall not leave their work station until a relief employee has reported to take over the work.

17.07 **Overtime**

All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week shall be paid for at the rate of one and one-half (1 ½x) times the employee's regular hourly rate of pay. For employees working a ten (10) hour shift, all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any calendar week shall be paid for at the rate of one and one-half (1½x) times the employee's regular hourly rate of pay.

17.08 **Banking Overtime**

The purpose of banked overtime is to offset the loss of wages due to a reduction in the regular hours of work as per Article 17.01. Banked overtime may also be used to offset loss of wages due to the employee's absence from work due to sick time, medical appointment attendance, and family responsibility leave or to extend bereavement leave. In addition an employee may utilize a maximum of five (5) days of banked overtime as paid time off work however it cannot be used in conjunction with vacation time off.

- a) Employees will be entitled to bank overtime at the rate of one and one-half (1½) hours for every one (1) hour of overtime worked.
- b) Employees may only bank overtime in the amount of sixty (60) minutes (**thirty (30) minutes at the Hatchery**) or more. Any overtime worked that is less than sixty (60) minutes (**thirty (30) minutes at the Hatchery**) shall be paid out. The maximum amount of time an employee will be allowed to bank at any one time is the equivalent of eighty (80) regular hours per calendar year. Any amount greater than eighty (80) regular hours will be paid out as it is earned.
- c) Banked overtime will be accumulated from June 1st to May 31st of each year. Any unused banked overtime will either be paid out yearly by the first pay period in June, or upon employee request the employee may choose to have any unused banked overtime deposited to their RRSP as per appendix B-11. Carry-over of banked overtime will not be allowed.
- d) Employees opting to bank overtime in lieu of payment shall be entitled to take time off from their banked overtime upon giving the Company at least two (2) weeks written notice and will be subject to

operational requirements. However, no employee shall be allowed to use banked overtime during the time period of June 1st to September 30th and December 1st to December 31st.

- e) When scheduling requested banked overtime, vacation scheduling shall take priority.
- f) Employees shall be entitled to use banked overtime for maximizing hours to a maximum of forty (40) hours per week or in blocks of one hour or more.

**17.09** There shall be no pyramiding of overtime or premiums or any other benefits under this Agreement and therefore overtime will not be paid under more than one (1) provision of this Agreement. It is understood that both daily and weekly overtime shall not be paid such that the hours compensated for daily overtime shall be considered hours worked under weekly overtime (there shall not be overtime on overtime). It is understood that shift premiums shall be paid to an employee who is working overtime and would otherwise qualify for the premiums. It is further understood that shift premiums paid to an employee who is working overtime shall not be multiplied by time and a half.

**17.10** It is understood that any change in shifts or days off initiated by the employees themselves and submitted in writing (which must be approved in advance by the Company) shall not result in overtime or any other supplementary costs to the Company.

**17.11** **Meal Allowance During Overtime**

An employee who has not been notified prior to the commencement of **their** regular shift that **they are** required to work overtime and does work more than two and one-half (2½) hours in addition to and immediately following said employee's normal work period of eight (8) hours that day shall be provided with a hot meal or a meal allowance of ten (\$10.00) dollars (**effective the first pay period of April 1, 2021, thirteen (\$13.00) dollars**).

This meal allowance shall also be paid to a Live Haul Driver for any trip that is two (2) hours or more one way from the town of Blumenort.

**17.12** When there is a cancellation of production work, and employees are not required to report to work, the Company shall endeavour to notify employees as early as possible in advance of the employee's scheduled starting time. An employee who is required to report for work on any given day and who does report for work at **their** scheduled starting time and who has not been notified in person by **their** supervisor in advance not to report for work shall receive at least four (4) hours' pay at **their** regular rate of pay for that day provided said employee performs the work, if any, that may be assigned to him or her that day. This Article shall not apply where the lack of work is due

to fire, flood, explosion, bombing, power failure, act of God or other conditions beyond the control of the Company. To qualify for payment under this Article, each employee must have **their** current address and telephone number on file with the Company. If an employee is absent from work for one (1) week or more due to banked overtime or vacation, it is **their** responsibility to call in regarding the starting time for the next day's shift. In cases where an employee is absent and their shift is changed in accordance with Article 17.02, it is the Company's responsibility to call the employee regarding their new starting time.

**17.13** Overtime will be offered first to employees in the work area within the department where overtime is needed, by seniority from among qualified volunteers.

Overtime is recognized as being voluntary and offered in order of seniority, but if there are insufficient qualified volunteers immediately available to do the required work, then the Company reserves the right to require employees to work the overtime. Such overtime will be assigned on a reversed seniority basis to the most junior non-probationary employee immediately available and qualified to perform the overtime, and who is currently working in the area where the overtime is required. Any employee who is required to work overtime in accordance with the above shall be notified of the required overtime before such employees last rest period of **their** regular shift. Management shall not unreasonably deny an employee's request to be excused from overtime if that employee has a compelling personal reason for not working the required overtime.

**17.14** The words "regular rate of pay" whenever used in this Agreement shall mean at any time with respect to any employee that straight time rate of pay per hour, exclusive of any and all premium pay, to which such employee is entitled under the terms of this Agreement in respect of the work which **they are** performing at such time.

**17.15** It is understood that where an employee is assigned overtime work in a lower paying classification than **their** regular classification, overtime will be paid for at the employee's regular rate of pay.

**17.16** Each employee is required to notify the Company via their dedicated sick line telephone, email or text message number one-half (1/2) hour prior to the start of **their** scheduled work period if **they are** going to be absent for any reason, indicating the reason for the absence and the probable length of the absence. Failure to notify the Company or late notification will result in the absence being treated as unauthorized absenteeism. This is not applicable to employees who have provided the Company with a medical note identifying the days that they are unable to work.

17.17                    **Premiums**

**Evening Shift Premium**

An employee who is required to work and does work on any shift where the majority of hours fall between the times of 4:30 p.m. and 5:00 a.m. the following day, will be paid the evening shift premium of seventy-five (75¢) cents per hour, in addition to **their** regular hourly rate of pay for their entire shift. Shift premiums shall be paid on overtime hours but shall not be at time and one-half.

**Night Shift Premium**

Employees who work on a night shift will be paid a night shift premium of one (\$1.00) dollar per hour, in addition to **their** regular hourly rate of pay for their entire shift. In order to qualify for the night shift premium an employee must start work at 9 pm or later. Shift premiums shall be paid on overtime hours but shall not be at time and one-half.

17.18                    All time clocks within the plant, including those in the lunchrooms, kronos stations, and employee change areas shall be kept synchronized at all times.

**Weekend Premiums**

17.19                    Employees who work on Saturday or Sunday will be paid, for all straight time hours worked on that Saturday or Sunday, a weekend shift premium of seventy-five (75¢) cents per hour, **(effective April 1,2021, one (\$1.00) dollar per hour)**, in addition to **their** regular hourly rate. This “Weekend Premium” shall not be pyramided with any other premium and for greater clarity is not to be added to the employee’s wage rate for the purpose of calculating the overtime wage rate should any employee work on a Saturday or Sunday when their daily or weekly hours of work make them eligible to receive an overtime premium. Should that situation arise, the employee shall be paid at an overtime rate of pay of one and a half times **their** regular hourly rate (which applies Monday through Friday) and this “Weekend Premium” shall not apply.

A **Hatchery** employee who works on a Sunday shall be paid the Sunday premium of two (\$2.00) dollars per hour in addition to their regular hourly rate of pay for all such hours worked. Said premium will not be pyramided to any other premium.

17.20                    **Hatchery Alarm Calls**

- (a)                    Employees who are qualified and volunteer to receive and respond to hatchery alarm calls from the Company’s security provider will be responsible for remotely monitoring the operations of setters and hatchers and the overall environment; taking corrective actions where required which first (1<sup>st</sup>) must be attempted remotely and if

not successful will require the employee to immediately visit the hatchery facility. Other duties will include monitoring for other equipment malfunctioning; fumigation of the hatcher in preparation for the coming week's operations, and additional duties as assigned that are within the scope of the bargaining unit.

- (b) On-call responsibilities will be scheduled on a weekly rotational basis and said schedule will be posted at least one (1) month in advance with the understanding that the schedule may change due to unforeseen circumstances that are out of the Company's control.

Each rotation shift will be from Monday at 3:30 p.m. to Monday 6:00 a.m. of the following week and includes evenings, weekends and holidays. Rotation shifts may be performed by bargaining unit employees in the event that non-bargaining unit employees are not available to perform the work, or in the event that bargaining unit personnel are part of the on-call rotation group to provide rotation relief to non-bargaining unit employees. The composition of the on-call rotation group is at the discretion of management.

- (c) Employees who are scheduled to be on-call will be paid two hundred (\$200.00) dollar premium for each rotation shift regardless whether they are required to make an on-site visit or take and respond to an alarm call from the security provider regarding hatchery operations.
- (d) Employees who are scheduled to be on-call will also receive a minimum of three (3) hours pay at one and one half (1½ x) times their regular rate of pay each time they are required to work on-site. Employees who work more than the three (3) hours on any on-site visit will be paid for all time worked at one and one half (1½ x) times their regular rate of pay.
- (e) Employees who are required to make on-site visits will be reimbursed for mileage at a rate consistent with Government of Canada Revenue Agency current guidelines.

**17.21**

**Hatchery Training Premium**

An employee who is required by management to train another employee will be paid a premium of sixty-five (65¢) cents an hour for all time training that employee. Said premium will not be pyramided to any other premium pay.

**ARTICLE 18**            **MEETING ATTENDANCE**

18.01                    When the Company requires an employee to be present at a meeting called by the Company, time spent at such meeting shall be considered as time worked.

18.02                    Any employee who attends a meeting, which is compulsory, outside of **their** assigned working hours, shall be paid a minimum of four (4) hours' pay at the appropriate hourly rates of pay.

**ARTICLE 19**            **VACATIONS**

19.01                    The vacation year shall be from January 1st to December 31st. Entitlement to annual vacation with pay is based on the employee's anniversary date of most recent employment. Employees shall receive vacation pay in the amount equal to the following percentage paid each week into a vacation fund. The entitlement will be as follows:

- (a)            two (2) weeks (ten (10) working days) after one (1) year of employment from their date of hire, with pay, for the two (2) weeks in an amount equal to four (4%) percent of regular earnings in the immediately preceding twelve (12) months;
- (b)            three (3) weeks (fifteen (15) working days) after five (5) years of employment from their date of hire, with pay, for the three (3) weeks in an amount equal to six (6%) percent of regular earnings in the immediately preceding twelve (12) months;
- (c)            four (4) weeks (twenty (20) working days) after nine (9) years of employment from their date of hire, with pay, for the four (4) weeks in an amount equal to eight (8%) percent of regular earnings in the immediately preceding twelve (12) months;
- (d)            five (5) weeks (twenty-five (25) working days) after eighteen (18) years of employment from their date of hire, with pay, for the five (5) weeks in an amount equal to ten (10%) percent of regular earnings in the immediately preceding twelve (12) months.
- (e)            six (6) weeks (thirty (30) working days) after twenty-five (25) years or more of employment from their date of hire, with pay, for the six (6) weeks in an amount equal to twelve (12%) percent of regular earnings in the immediately preceding twelve (12) months.

In all cases regular employees may use an accumulated hourly total of 2080 hours less their accrued vacation entitlement for purposes of calculating vacation pay. If an employee works less than 2080 regular hours minus their vacation entitlement,

overtime hours will be used to calculate vacation pay to a maximum of 2080 hours less their vacation entitlement.

Vacation pay will be calculated using the following formula:

$$\begin{aligned} & \text{[Total Paid Regular Hours + Total Paid Overtime Hours (to a maximum of 2080)]} - \\ & \quad \text{Employee Vacation Entitlement in Hours} \\ & \quad \quad \quad \times \\ & \quad \quad \text{Employee Regular Hourly Rate of Pay} \\ & \quad \quad \quad \times \\ & \quad \quad \text{Employee Vacation Pay Rate Percentage} \end{aligned}$$

For the above noted calculation, it is understood that the regular and overtime hours used for the calculation shall include all premiums that **they are** entitled to, specifically the Shift, Night Shift (Sanitation), Weekend and Service Premium.

This amendment will not result in an employee losing any previously accumulated vacation time entitlement.

In the event that an employee is away from work and has not earned sufficient vacation pay to cover the full vacation time of entitlement, the employee will still be entitled to take the vacation time off as noted above.

**19.02** The vacation pay will be paid out to the employee at the time that the employee takes **their** vacation time. Any vacation pay remaining at the end of December of the following year will be paid out to the employee in the last pay period of December.

**19.03** Vacation time must be taken annually within twelve (12) months of being earned and may not be accumulated from year to year without the written approval of the Company. An employee entitled to three (3) weeks' vacation or more shall be entitled to carry over any part of or all their vacation credits which shall be taken before the end of April each year.

**19.04** If one (1) or more of the holidays observed by the Company pursuant to Article **20.01** occurs during an employee's vacation, such holiday(s) will be added to the beginning or the end of the employee's vacation as determined by the Employee or, at the Employee's discretion, will be allowed to be taken at another time, if the vacation is outside of the prime time vacation period of June 1st to the Tuesday following Thanksgiving. If the employee decides that the additional day(s) is to be taken at a later time then it will be taken at a time mutually agreed to by the employee and **their** immediate supervisor but within sixty (60) working days after the end of the vacation period. If mutual agreement is not achieved, the Company will pay the employee for the day not taken. If one (1) or more of the holidays observed by the Company pursuant to Article **20.01** occurs during an employee's vacation within the prime time period, such

holiday(s) will be added to the beginning or the end of the employee's vacation as determined by the Company or, at the Company's discretion, will be allowed to be taken at another time.

**19.05** Each employee shall be granted and shall take **their** vacation during the yearly vacation period and preference in the selection of vacation dates will be granted to employees on the basis of seniority within a department and classification. Vacation dates may only be changed where the Company and the employee mutually agree to a vacation date change.

**19.06** By January 15th of each year, the Supervisors will commence meeting with employees in order of seniority for the purpose of having the employee select **their** preferred vacation time. This process of vacation selection will be completed by March 1st of each year. Blackout periods will be three (3) weeks before Thanksgiving and three (3) weeks before Christmas. Vacation requests may, however, be considered by the Company during the blackout period. ***Vacation requests during blackout periods will be approved on the same basis as regular vacation requests.***

By March 31st of each year, the approved vacation schedule will be posted by employee name and will remain posted. It is understood, however, that the final right to determine the scheduling of all vacations is exclusively reserved to the Company to ensure the efficient and orderly operation of the plant. Any other vacation request submitted after the above vacations have been finalized will be made in writing and confirmed in writing within two (2) weeks of the request and will be granted on a first come first serve basis. The Company will update the posted approved vacation schedule showing changes to the schedule every three (3) months. In addition the schedule for the previous year of vacation will remain posted until the end of April of the following year.

**Employees may book vacation for January, February or March of the following year *by submitting their request by September 1<sup>st</sup> in writing to their Supervisor. The requested vacation dates will be approved on the basis of seniority for those submitted by September 1<sup>st</sup> and thereafter on a first come first served basis.***

**19.07** All vacation requests for full weeks of vacation will be given priority over requests for personal leaves of absence, banked overtime and single day vacations.

**19.08** Employees, at their discretion, may take single days as vacation instead of taking one (1) full week. **Single days may be granted if those requests do not interfere with the Cooperatives' ability to grant full weeks of vacation.** Employees with vacation entitlement in excess of three (3) weeks may be required to split their vacation period and take the fourth (4th) and/or fifth (5th) week of vacation at some other time as determined by the employee.

**ARTICLE 20 PAID HOLIDAY**

**20.01** The following days will be observed as paid holidays for employees:

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

If, during the life of this Agreement, a holiday should be declared by government which is not listed above and which is to be generally observed in the Province of Manitoba, such holiday shall be observed and paid by the Company under the same terms and conditions as apply to the holidays which are listed above.

**20.02** In order to qualify for payment for any of the holidays referred to in Article **20.01**, the employee must have worked on **their** last scheduled shift immediately preceding the holiday and **their** first scheduled shift immediately following the holiday unless absent on these days on account of a bona fide illness, to **themselves** or their children, or other reasonable excuse, in which event the employee must produce a satisfactory medical certificate when requested upon returning to work on their next scheduled shift. In order for probationary employees to qualify for payment for any of the holidays referred to in Article **20.01**, the probationary employee must have worked fifteen (15) of the last thirty (30) calendar days prior to the holiday, and have worked on **their** last scheduled shift immediately preceding the holiday and **their** first scheduled shift immediately following the holiday unless absent on these days on account of a bona fide illness, to him or herself or their children, or other reasonable excuse, in which event the employee must produce a satisfactory medical certificate when requested.

**20.03** When a paid holiday occurs on a Saturday or Sunday, the holiday will be observed on the preceding Friday or following Monday as determined by the Company, but all other times will be observed on the date the holiday actually falls.

**20.04** When December 26 falls on a Tuesday, Wednesday, Thursday, or Friday, Boxing Day will be observed on December 26 or on December 24 as determined by the Company.

**20.05** Part-time employees shall receive the average of the hours worked during the previous four weeks (4) weeks prior to the week of the paid holiday as noted in 19.01 above. Example: if a part-time employee worked eighty (80) hours in the previous four (4) weeks to the general holiday, they would be entitled to :

$$80 \text{ hours} \div 4 \text{ weeks} \div 5 \text{ days} = 4 \text{ hours pay.}$$

**20.06** The Company will post by March 31st of each year the finalized list of the days on which the General Holidays will be observed.

**20.07** **As per Employment Standards, when an employee works on a general holiday or a day that is observed to be the general holiday as noted in article 20.06 above, the employee will be paid the general holiday pay, plus one (1½ x) times their wage for the hours worked on that day.**

## **ARTICLE 21 TOOLS AND CLOTHING**

**21.01** Knives, steels, scissors, earplugs, hair nets, hard hats, smocks, aprons, and gloves specified by the Company as required for work in the various areas of the plant **and hatchery** will be supplied at no cost to employees subject to the establishment by the Company from time to time of such rules and regulations as it deems necessary to prevent abuse. Such items shall remain the property of the Company, shall not be removed from the Company premises and must be returned for a new issue or upon termination of employment or layoff. Items not returned in exchange for new issue or upon termination of employment or layoff will be paid for by the employee by way of payroll deduction.

All tools required by maintenance employees (except specialty tools) will be provided by the employee and said employee shall receive five hundred (\$500) dollars **(effective April 1, 2021, six hundred (\$600) dollars)** per calendar year on January 1<sup>st</sup> of each year for partial compensation of tools. **The Cooperative will continue to provide tools to the Hatchery Maintenance employees.**

### **21.02 Safety Boots**

The Company will provide employees working in the Sanitation Department with steel-toed rubber boots as required.

The Company will reimburse **all non-sanitation** employees once every twelve (12) calendar months up to two hundred (\$200) dollars **(effective April 1, 2021, two hundred and fifty (\$250) dollars)** towards the cost of CSA approved safety footwear **including insoles** upon presentation of an appropriate receipt for the purchase.

The payment referred to above will only be paid to employees who have successfully completed their probationary period. Upon completion of the employee's probationary period, the eligible employee will receive the boot allowance as noted above. It is understood that no employee will receive more than one payment of boot allowance in a continuous twelve (12) month period.

**21.03** The Company agrees to provide uniform smocks to employees working in the laundry department.

## **ARTICLE 22 SAFETY AND HEALTH**

22.01 The Company, the Union and the employees mutually agree to cooperate in maintaining and improving the clean and safe working conditions in the Company's premises and in its operations, as well as cooperating in developing reasonable rules and policies regarding Health and Safety as prescribed by legislation under the Workplace Safety and Health Act. The Union agrees to cooperate in the enforcement of safety rules and other Company regulations concerning safety and sanitation.

22.02 An employee injured while on duty and having to leave **their** job because of an injury received at work shall receive **their** regular day's pay provided the employee reports for medical treatment to the local hospital or to a medical practitioner and returns to work immediately following treatment (if so authorized by the attending physician) or at a time designated by the attending physician. The employee shall notify the Company of when said employee will be returning. If requested by the Company, the employee shall provide a medical certificate completed by the employee's doctor in order to be eligible for pay.

22.03 Any concerns arising regarding Health and Safety matters including but not limited to issues such as proper ventilation shall be referred to the Health and Safety Committee in order for them to investigate and resolve such matters. Any new process or new equipment introduced by the Company shall be reviewed by the Health and Safety Committee. Advanced notice of the introduction or implementation of new processes / equipment will be provided by the Manager, Health, Safety & Security / designate to the Health and Safety Committee wherever possible. Any employee who moves to a new classification will be given adequate Health and Safety training related to the new classification.

22.04 The Company may require an employee to undergo, at any time, a medical examination by a physician of its choice, and at its expense. This may be required by the Company when it is necessary to establish the state of health of a particular employee, or as a safeguard for other employees or to determine the cause of excessive absenteeism. The Company will notify the Union when it requires an employee to undergo a medical examination.

Employees may be required by the Company to produce a certificate from a duly qualified physician for any absence due to sickness or disability of three (3) consecutive work days certifying to the Company's satisfaction that **they were** unable to work due to sickness or disability. The Company may request a medical certificate for any sickness or disability at the Company's discretion. Employees will bear the cost of providing one certificate per illness/event and the Company will bear the cost of all other certificates related to that illness/event when requested.

- 22.05 a) The Company agrees to the establishment of a Safety and Health Committee in accordance with the provisions of the Workplace Safety and Health Act (Manitoba), section 40, which shall meet once every two (2) calendar months, or more often if required **at both the Plant and Hatchery locations**. A safety and health committee **at the Plant will consist of eight (8) employees** appointed or elected by the Union **from various departments** and up to an equal number of individuals appointed by the Company. **A safety and health committee at the Hatchery will consist of one (1) employee appointed or elected by the Union and one (1) individual appointed by the Company**. All committee members shall receive copies upon request of any improvement orders ordered by the Workplace Safety and Health Division.

Minutes of all meetings shall be kept and a copy shall be given to each member of the committee by the Worker Co-chair. The Company Chairperson shall provide a copy of the minutes in the binder located in the employee hallway and shall fax or email meeting minutes to the Union Representative.

- (b) When the Company meets with employees for the purposes of reviewing placing the employee into modified duties due to medical reasons, the employee may choose to have a shop steward or Health and Safety Committee member attend the meeting. The Union will provide a list of trained shop stewards/Health and Safety committee members who are available for this purpose.

22.06 If inclement weather occurs where road travel is not recommended in the area which results in employees attending to work late, the employee will not be subject to any disciplinary action, and the absence will be considered to be excused provided they notify the Company of their inability to attend on time.

22.07 The Company agrees to provide each member of the Safety Committee with two (2) normal working days leave of absence per year with pay in order to attend safety-related educational conferences or seminars that are either offered by the Workplace Safety and Health Division, the UFCW Training Centre, or approved by the Workplace Safety and Health Committee. The Company shall reimburse employees for mileage at a rate consistent with current company policy and parking when attending Health and Safety training courses to a maximum of one hundred and thirty (130) kilometres.

**22.08**                    **Rehab Information**

The Company shall notify the Union in advance of any return to work assignments for any employee returning from leave due to illness or injury with workplace restrictions. The purpose of this information is for the Union to represent its members who are returning to work from Worker's Compensation leave or from the Company's benefit carrier.

**22.09**                    **Locker Searches**

Locked locker searches shall be conducted by the Company only in the presence of the affected employee and a Shop Steward. The Company shall not be restricted from searching lockers that are not locked, for the general purpose of ensuring that contents do not violate HACCP regulations.

**ARTICLE 23**            **LUNCHROOMS**

23.01                    The Company will continue to provide the lunchroom facilities that currently exist, and all employees shall be entitled to use those facilities during their meal and rest periods. Lunchroom facilities shall not be used by anyone excluded from this agreement for the purpose of conducting meetings during regularly scheduled meal and rest periods

**ARTICLE 24**            **BENEFITS**

24.01                    The Company shall provide for the Company portion of all benefits as stipulated in Appendix "B" of this agreement, for all eligible employees. The Company shall provide and maintain the benefits referred to in Appendix "B" and all benefit plans will form part of this Collective Agreement.

24.02                    Attached to this Agreement in Appendix "B" is a general description of the existing benefits referred to in Article 24.01 above.

24.03                    The Company's obligation with respect to benefits shall be restricted to solely being required to pay the premiums for said benefit plans in the amount stipulated.

**ARTICLE 25**            **WAGES**

25.01                    The wages payable to employees shall be those set forth in Appendix "A" and shall form part of this Agreement.

**25.02** Where the Company requires a **plant** employee to temporarily fill a classification for more than two (2) hours in a regular working day paying a higher rate of pay, then the employee shall receive the higher rate of pay for the temporary promotion. It is understood that this article applies when employees are required to relieve or assist another employee for more than two (2) hours on a regular shift and an employee rendering assistance to another employee in a higher classification on an occasional basis during the course of a work day will continue to be paid the rate of pay for **their** regular classification. Where the Company requires **any** employee to temporarily fill a classification for less than eight (8) hours in a regular working day paying a lower rate of pay, then the employee shall continue to be paid the rate of pay for **their** regular classification.

Any **Hatchery** employee who is temporarily assigned to work in a higher paying classification shall receive the higher rate of pay for all time worked in that classification provided the temporary assignment is greater than thirty (30) minutes.

**25.03** All employees in the bargaining unit shall be paid by direct deposit issued to the employee's bank accounts by 8:00 a.m. on Friday morning bi-weekly. Employee's paystubs will be issued to each employee by Thursday of that same week. The paystubs will clearly identify all earnings and deductions in detail.

**25.04** In the event that an employee believes that there is a discrepancy on their pay, they must approach their Supervisor to resolve the issue. Should the Supervisor be unable to resolve the issue within two (2) working days, the matter will be forwarded to Payroll, and if needed, the employee may be granted access to their payroll record.

**25.05** **Payroll Errors**

The Company shall correct any payroll shortages on an employee's pay totaling seventy-five (\$75.00) dollars or more within two (2) business days following the date on which the pay shortage was brought to the attention of the Company. The Company shall correct all payroll shortages brought to their attention of less than seventy-five (\$75.00) dollars by the affected employee's next pay day.

**25.06** **Creating a New Classification**

In the event that the Company creates a new classification or significantly alters an existing classification during the term of this agreement, the Company will advise the Union at least thirty (30) days prior to the implementation of the proposed new classification.

The Company will provide the Union with the job description for the classification as well as a proposed wage rate. Should the parties not come to an agreement on the appropriate wage rate, the Union may file a grievance and the issue may proceed to an arbitration hearing to determine the new wage rate.

**ARTICLE 26**      **TECHNOLOGICAL CHANGE**

26.01            The Union recognizes that the Company, consistent with management rights, has the right to introduce into its operations or business technological changes as defined in the Labour Relations Act (Manitoba). Where such changes proposed to be introduced will likely affect the security of employment of a significant number of non-probationary employees in terms of potentially resulting in a significant number of terminations or layoffs of such employees, then the Company will give the Union as much prior notice of the technological change as is possible.

26.02            Upon such notice being given the Company will consult with the Union with a view to developing programs for the retraining and rehabilitation of employees in the performance of new skills in order to limit, minimize or prevent the potential loss of employment opportunities for the affected employees.

                    This Article is not restrictive of normal management rights outlined in this Agreement where:

- (a)            the conditions of 26.01 above are inapplicable; or
- (b)            if 26.01 is applicable, the result will not likely result in the termination or layoff of a significant number of probationary regular full-time employees.

26.03            If technological change does occur and an employee's job is changed in terms of the scope of the duties actually performed or the start and quit times have changed or the days of work have changed, then those employees will be entitled to bump by seniority into other positions in the bargaining unit as long as they are capable of performing the work and have the qualifications required.

**ARTICLE 27**      **HARASSMENT/ABUSE POLICY**

27.01            **PURPOSE**

                    The purpose of this policy is to foster a respectful workplace and positive work environment through the prevention and prompt resolution of harassment. Harassment in the workplace or in connection to the workplace is unacceptable and will not be tolerated. Individuals working at **Exceldor Cooperative** are entitled to enjoy a harassment-free workplace and a positive work environment.

**Exceldor Cooperative** will endeavour, at all times, to provide a work environment that is supportive of productivity and the personal goals, dignity and self-

esteem of every individual.

**Exceldor Cooperative** will not, and individuals should not, condone behaviour in the workplace, or in connection with the workplace, that is likely to undermine work relationships or productivity.

Every employee of **Exceldor Cooperative** has the right to be treated with respect and dignity in the workplace, or in connection with the workplace, and has a responsibility to treat other individuals in the same manner.

Attitudes conducive to resolving issues of harassment are: frank communication; a willingness to address the problem directly and comprehensively; the firm belief that prevention is part of the solution; and the desire of all staff members to have a positive, healthy work environment.

## 27.02 APPLICATION

This policy applies to, and is for the benefit of, all individuals who work at **Exceldor Cooperative**.

The complaint process as defined in this policy applies to all individuals who work at **Exceldor Cooperative**.

## 27.03 DEFINITIONS

**Positive Work Environment** - the work environment consists of the shared, physical and social surroundings where work and rest activities take place at **Exceldor Cooperative**. A positive work environment is one in which the dignity and self-respect of the person is valued. It is an environment free from unnecessary and offensive remarks, materials or behaviours.

**Workplace** - the workplace refers to incidents that occur at the workplace within the course of employment. Protection against acts of harassment extends to incidents occurring at, or away from the workplace, during or outside normal working hours, provided such acts committed are related to the course of employment.

**Complaint** - is a formal written allegation of harassment.

**Harassment** - Harassment means any improper behaviour by a person that is directed at and is offensive to another individual and which the person knew or ought reasonably to have known would be unwelcome. It comprises objectionable conduct, remarks, gestures and displays made on either a one (1) time or continuous basis that demean, belittle or cause personal humiliation or embarrassment to an individual. Without limiting the foregoing, harassment includes discrimination based on race, national or ethnic origin, colour, religion, age, sex (including pregnancy, the possibility of pregnancy, or

circumstances related to pregnancy), gender determined characteristics, marital status, sexual orientation, political belief, physical or mental disability, family status and conviction for an offense for which a pardon has been granted, and any act of intimidation or threat.

**Sexual Harassment** - Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one (1) time basis or in a continuous series of incidents that might reasonably be expected to cause offense or humiliation to an individual, or that might reasonably be perceived by an individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

Harassment includes abuse of authority which means a person's improper use of power and authority inherent in the position held to endanger another individual's job, undermine the performance of that job, threaten the economic livelihood of that individual, or in any way interfere with or influence the career of such an individual. It includes such acts or misuses of power as intimidation, threats, blackmail or coercion. Abuse of authority also include the favouring of one individual to the disadvantage of another.

As a guideline, harassment may include, but is not limited to one, or a combination of the following:

- verbal abuse or threats
- unwelcome invitations or requests, remarks, jokes, or taunts of a discriminatory nature
- displaying racist or offensive material
- practical jokes causing embarrassment or humiliation
- invading a person's physical space by standing closer than necessary or appropriate
- unwelcome inquiries or comments about a person's personal life
- condescension or paternalism undermining self-respect
- a promise of reward for complying with a sexually oriented request by a person who is in a position to grant or deny the reward to the recipient
- a sexual solicitation or advance, if the person making the solicitation/advance knows, or should know, that it is objectionable and unwelcome
- a reprisal or threat of reprisal for rejecting a sexual solicitation/advance
- when submission of such conduct is made implicitly or explicitly a condition of employment
- when submission to, or rejection of, such conduct is used as a basis for any employment decision (including, but not limited to, matters of promotion, raise in salary, job security and benefits affecting the employee)
- when such conduct has the purpose, or the effect, of interfering with a person's work performance or creating an intimidating hostile or offensive work environment
- objectionable and unwelcome conduct or comments such as:
  - unnecessary physical contact such as touching or patting
  - leering at a person's body in an intimidating manner

- unwelcome remarks, taunts, jokes or other verbal abuse
- displaying pornographic or other offensive or derogatory material
- degrading words used to describe a person
- derogatory or degrading remarks directed towards members of one's sex or sexual orientation
- sexually suggestive or obscene comments or gestures
- unwelcome inquiries or comments about a person's sex life
- unwelcome sexual flirtations, advances, or propositions
- persistent unwanted contact or attention whether after the end of a consensual relationship, or otherwise
- requests for sexual favours
- sexual assault

#### 27.04                    **RESPONSIBILITY AND AUTHORITY**

The management of **Exceldor Cooperative** are responsible to provide a work environment that is free of all forms of harassment for all employees. In addition, there is a commitment, on the part of management, to investigate all written complaints in an expeditious manner.

It is the responsibility of every employee to respect the rights of individuals in the workplace and to maintain a work environment that is free from any actions, either deliberate or unintentional, that may be interpreted as harassment.

An employee may choose to discuss a situation with the employee's immediate Supervisor, another Manager, the Human Resources Department, the Employee Assistance Counsellor, or another person in authority. A Union member may contact their Union Representative or Shop Steward for further advice.

#### 27.05                    **PROCEDURES**

Individuals who wish to lodge a complaint under this policy should:

1. Immediately make their disapproval and/or unease known to the person responsible for the action.
2. If the activity or behaviour is concerning and/or persists after the person has been approached, the individual should speak to **their** supervisor, and confirm the conversation with a letter of complaint to that supervisor.
3. Keep a record of the date(s), nature of the incident(s) and witness(es) - if any.
4. Normally, the line of authority - to **their** supervisor - should be

followed for reporting allegations of inappropriate conduct. If the supervisor is responsible for the alleged inappropriate conduct, it should be reported to the supervisor's immediate supervisor.

5. An individual may choose not to confront the responsible person, but should speak directly with **their** appropriate supervisor. In all instances, corrective action should be taken immediately.
6. This procedure does not preclude the right of any employee to initiate a grievance or to pursue the matter through the Human Rights Commission.
7. A Union employee may choose to seek the advice of the Union Representative or Shop Steward at their discretion.

Management (the supervisor(s) of the parties involved) will take the following steps:

1. Interview both/all parties involved in the incidents.
2. Interview any witnesses.
3. Document the situation accurately and completely, and inform the Manager of Human Resources who will:
  - render a decision as soon as possible and advise the parties of the action to be taken, if any; and
  - ensure that all information concerning the incident is kept confidential.

27.06

### **FILING A COMPLAINT**

1. The complaint must be filed within one year of the alleged harassment leading to the complaint, unless there are extenuating circumstances.
2. The complainant (i.e. the employee allegedly being harassed) should file a written complaint with the Human Resources **Department**, copies to the Union Representative at the Union employee's discretion. The envelope should be marked "Personal & Confidential".
3. If the respondent (i.e. the alleged harasser) is an employee in the **Department of Human Resources** then the employee should

submit a written complaint to the **General Manager**, copied to the Union Representative at the Union employee's discretion. The envelope should be marked "Personal & Confidential".

4. The investigation will be conducted by the Human Resources **Department** and copied to the Union Representative if requested by the Union employee.
5. The Investigators will ensure the complaint is investigated in an expeditious and confidential manner.
6. The Investigators will immediately assess whether action is required to maintain a safe work environment for the complainant while the investigation is occurring. At the same time, if required, supportive counselling will be arranged by the **Department** of Human Resources.
7. The Investigators will advise all employees involved in the investigation of the confidential nature of the complaint.
8. The Investigators will provide a written response to the **General Manager** outlining the findings and any recommended action.
9. The Investigators will provide a letter to the harassee outlining the outcome of the investigation, copied to the Union Representative at the Union employee's request.

27.07

### **INVESTIGATION REPORT**

1. On completion of the investigation, the Investigators will prepare a written report and submit it to the **General Manager**. The confidential report is a record of the findings of the Investigator.
2. The Investigator's report will include the recommendation of the Investigator. The recommendations may include, but are not limited to one, or a combination of, the following:
  - order the respondent (i.e. the harasser) to cease and desist the offensive behaviour;
  - take further steps to ensure further harassment does not reoccur in the workplace that can include:
    - transferring employees
    - rearranging or changing then-duties and/or

- responsibilities
- changing employees' hours of work
- recommending appropriate training programs for both management and/or employees
- take appropriate disciplinary action, up to and including dismissal

27.08                    **INQUIRIES**

Inquiries on the interpretation of the policy should be directed to the Human Resources **Department** or to the Union Representative.

27.09                    **RESPECT AND DIGNITY IN THE WORKPLACE**

**Exceldor Cooperative** agrees that employees will be treated with dignity and respect and will encourage all employees to do so. The Union agrees to cooperate with the Company to encourage employees to treat all members, employees, customers, and each other with dignity and respect.

**ARTICLE 28            WORKERS COMPENSATION BOARD**

28.01                    When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall immediately inform the Company so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. Any available information required by the Workers Compensation Board from the Company shall be provided by the Company immediately.

28.02                    An employee injured in an accident while at work, having to leave work because of the injury and qualifying for Workers Compensation benefits as a result of the injury but not compensated by Workers Compensation for the wages lost on the day of the injury shall be paid by the Company for the hours **they** would otherwise have worked on the day of the injury had **they** not been injured.

**ARTICLE 29            FINAL OFFER SELECTION**

29.01                    The Company and the Union agree to commence negotiations for the renewal of the existing Collective Agreement between them once notice has been properly given in accordance with terms of said Collective Agreement. The Company and the Union further agree to negotiate in good faith with a view to reaching agreement on a renewal of said existing Collective Agreement.

29.02 Should the Company and the Union reach an impasse in negotiations for the renewal of the above mentioned Collective Agreement, they mutually agree to extend said Agreement in its entirety and shall forego the right to strike or lockout. All outstanding matters will then be submitted to final offer selection as herein provided:

- (a) The Company and the Union shall meet and agree on which proposals remain outstanding between them within seven (7) days of the date of reaching such impasse. The final differing positions submitted to the Selector will be confined to these agreed outstanding issues.
- (b) This single Selector shall be chosen in rotation from a list consisting of:
  - Michael Werier
  - Gavin Wood
- (c) If any individual member from the above list who, having been requested in **their** turn to act as Selector, shall be unable or unwilling to act, **they** shall not again be requested to act as Selector until **their** name comes up again on the regular rotation of the list.
- (d) The Selector shall receive a written statement or brief ("Submissions") from the Company and the Union, outlining each of their respective positions on the outstanding proposals, within fourteen (14) days of **their** appointment. The Selector will also receive copies of all agreed changes. Upon receiving both Parties' Submissions the selector shall simultaneously release one copy of each party's Submissions to the opposing party.
- (e) The Selector shall only have the jurisdiction and authority to select either the entire Company position or the entire Union position as the basis for settlement of the new Agreement. The Selector shall have full jurisdiction to rule on any dispute that may arise in the application and implementation of this Article 29 and **they** may establish the procedure for the conduct of the hearing contemplated under Article 29.02 (f), except to the extent that it would conflict with the terms of this Article 29.
- (f) The Selector shall convene a meeting of both parties within thirty (30) days of **their** appointment for the purpose of hearing explanation of the final positions which have been submitted. The Selector shall give full opportunity to the parties to present evidence and argument in support of and in response to the respective positions outlined in

- the Parties' submissions.
- (g) Within ten (10) days of the meeting the Selector shall select either the entire position advanced by the Company or the entire position advanced by the Union as outlined in its respective Submission and notify the parties in writing of the selection **they have** made. The Selector's selection is final and binding on the Parties and it shall immediately become the Collective Agreement that is in force and effect between the Company and the Union. Upon receiving notice of the Selector's selection, either Party may request the Selector's written reasons for same and the Selector shall provide said written reasons within sixty (60) days.
  - (h) The Company and the Union shall each pay one-half of the fees and expenses of the Selector.
  - (i) This procedure shall terminate effective with the renewal of any Collective Agreement reached as a result of its use. It may further be renewed only by mutual agreement between the Company and the Union.

### **ARTICLE 30      HACCP REGULATIONS**

**30.01**                      Where this Collective Agreement conflicts with Provincial, Federal or HACCP regulations the Provincial, Federal and HACCP regulations shall prevail.

### **ARTICLE 31      DRIVERS**

**31.01**                      All non-probationary **Live Haul, City Delivery and Hatchery Drivers** shall be issued **appropriate uniforms including jackets for summer and winter months**. These uniforms **and jackets** shall be supplied by the Company at no cost to the employees, and the Company shall be responsible for repairing or replacing them due to normal wear and tear.

**31.02**                      The present practice of scheduling Live Haul Drivers so that hours are maximized for Live Haul Drivers through trip assignments shall continue. Changes to the scheduling practices in the Live Haul department shall be discussed at a meeting with the Live Haul Drivers prior to implementation. Unresolved issues shall be referred to the joint Labour Management Committee for determination.

**31.03**                      The parties realize that the nature of the Company's operation is such that last minute changes to Driver's schedules are often necessary to meet customer demands and operational needs and therefore, the Company may have to change a Driver's schedule on short or sometimes no notice. However, the Company

acknowledges it is an inconvenience to Drivers to have their schedules provided to them or changed on short notice and therefore the Company will make all reasonable and good faith efforts to provide Drivers with their schedules as far in advance as possible.

**31.04** Under no circumstances will a driver be required to enter or work in a barn as part of their job duties.

## **ARTICLE 32 Driver Training**

**32.01** The Company shall ensure that all employees in the bargaining unit are provided with appropriate training so as to enable them to at all times be familiar with all facets of their job and with all equipment to be used when performing their job. All such Company initiated training shall be considered as time worked by the employee and shall be paid for in accordance with the terms and conditions contained in this Agreement. The Company shall pay all costs involved in any courses or training that is required by the Company.

**32.02** Employees who have successfully completed Class 1 or 3 driver's license with air endorsement, training paid for by the Company, the employee shall remain with the Company for a minimum of two (2) years of employment after the successful completion of training. If an employee resigns their position within one (1) year of completing the training they shall repay seventy-five (75%) per cent of the cost of the training. If an employee resigns their position after twelve (12) months to eighteen (18) months of completing the training they shall repay fifty (50%) percent of the cost of training. If an employee resigns after eighteen (18) months to twenty-four (24) months of completing the training they shall repay twenty-five (25%) percent of the cost of training.

**32.03** An employee who drives an overnight trip will receive a per diem rate of seventy-five (\$75.00) dollars per day, without the requirement to provide receipts to the Company.

**32.04** Employees who, during the course of their shift, believe that a road they would be travelling on is unsafe due to inclement weather and who also believe that the inclement weather would prohibit them from performing their job functions in a safe manner, shall at that point in time contact management to obtain approval to cease working until such time as the road becomes safe to travel on. Such approval shall not be unreasonably denied by the Company. Under such circumstances, the employees shall be entitled to stay in a hotel or motel if such accommodation is available. The Company shall pay the full cost of any such hotel or motel expenses reasonably incurred.

In the event the employee is required to stay overnight with live product on the truck, the employee shall be required to provide the Company

approved supplement to sustain the live product for the trip, ensure the proper climate for the live product is maintained in the truck cargo area and conduct frequent visual inspections of the cargo area while the truck is waiting to resume its delivery.

In the event the employee is required to stay overnight with eggs on the truck, the employee shall be required to ensure the proper climate for the product is maintained in the truck cargo area.

Drivers who are required to ensure the proper climate for live product or eggs during an overnight stay caused by inclement weather shall be paid three (3) hours at the overtime rate in addition to all other compensation.

**ARTICLE 33 DURATION OF AGREEMENT**

33.01 This Agreement shall remain in full force and effect from April 1, 2021 until March 31st, 2026.

33.02 If either party desires to revise or terminate this Agreement, they will give the other party not more than ninety (90) days and not less than thirty (30) days' notice in writing prior to the expiry date of this Agreement. If notice is not given as specified above this Agreement shall automatically be renewed from year to year thereafter unless notice is given in accordance with this Article 33 during any renewal year. During the period of negotiations for a revised or new agreement, this Agreement shall remain in full force and effect subject to the provisions of the Labour Relations Act (Manitoba).

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

**SIGNED THIS DAY OF , 2021.**

**FOR THE UNION**

**FOR THE COMPANY**

\_\_\_\_\_  
Alvin Balanon

\_\_\_\_\_  
Andrea Thomson

\_\_\_\_\_  
Frank Manaignre

\_\_\_\_\_  
Mark Reimer

\_\_\_\_\_  
Brandin Matos

\_\_\_\_\_  
Ev Martens

\_\_\_\_\_

\_\_\_\_\_

Melody Nicolas

Ashley Page

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Francis Penner

---

Brendan Jaques

---

John Schinkman

---

Orville Friesen

---

Joe Carreiro

---

Jason Hawkins

---

Bea Bruske

**APPENDIX "A"**

**CLASSIFICATIONS AND WAGES**

**A-1- Classifications and Wages**

<b>Class</b>	<b>Current</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>	<b>April 1, 2025</b>
<b>Class 1</b>						
Start	\$13.38	<b>\$13.58</b>	<b>\$13.82</b>	<b>\$14.09</b>	<b>\$14.38</b>	<b>\$14.66</b>
After 6 Months	\$16.04	<b>\$16.28</b>	<b>\$16.57</b>	<b>\$16.90</b>	<b>\$17.23</b>	<b>\$17.58</b>
After 12 Months	\$18.70	<b>\$18.98</b>	<b>\$19.31</b>	<b>\$19.70</b>	<b>\$20.09</b>	<b>\$20.49</b>
<b>Class 2</b>						
Start	\$13.38	<b>\$13.58</b>	<b>\$13.82</b>	<b>\$14.09</b>	<b>\$14.38</b>	<b>\$14.66</b>
After 6 Months	\$16.32	<b>\$16.56</b>	<b>\$16.85</b>	<b>\$17.19</b>	<b>\$17.54</b>	<b>\$17.89</b>
After 12 Months	\$19.25	<b>\$19.54</b>	<b>\$19.88</b>	<b>\$20.28</b>	<b>\$20.68</b>	<b>\$21.10</b>
<b>Class 3</b>						
Start	\$13.38	<b>\$13.58</b>	<b>\$13.82</b>	<b>\$14.09</b>	<b>\$14.38</b>	<b>\$14.66</b>
After 6 Months	\$16.65	<b>\$16.90</b>	<b>\$17.20</b>	<b>\$17.54</b>	<b>\$17.89</b>	<b>\$18.25</b>
After 12 Months	\$19.91	<b>\$20.21</b>	<b>\$20.56</b>	<b>\$20.97</b>	<b>\$21.39</b>	<b>\$21.82</b>
<b>Class 4</b>						
Start	\$14.38	<b>\$14.60</b>	<b>\$14.85</b>	<b>\$15.15</b>	<b>\$15.45</b>	<b>\$15.76</b>
After 3 Months	\$17.29	<b>\$17.55</b>	<b>\$17.86</b>	<b>\$18.21</b>	<b>\$18.58</b>	<b>\$18.95</b>
After 6 Months	\$20.20	<b>\$20.50</b>	<b>\$20.86</b>	<b>\$21.28</b>	<b>\$21.70</b>	<b>\$22.14</b>
<b>Class 5</b>						
Start	\$17.84	<b>\$18.11</b>	<b>\$18.42</b>	<b>\$18.79</b>	<b>\$19.17</b>	<b>\$19.55</b>
After 3 Months	\$20.29	<b>\$20.59</b>	<b>\$20.95</b>	<b>\$21.37</b>	<b>\$21.80</b>	<b>\$22.24</b>
After 6 Months	\$22.73	<b>\$23.07</b>	<b>\$23.47</b>	<b>\$23.94</b>	<b>\$24.42</b>	<b>\$24.91</b>
<b>Class 5 B</b>			<b>Oct 24, 2022</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>	<b>April 1, 2025</b>
<b>Live Haul Driver</b>			<b>\$26.67</b>	<b>\$27.20</b>	<b>\$27.75</b>	<b>\$28.30</b>

<b>Class 6 A</b>	<b>Current</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>	<b>April 1, 2025</b>
<b>Egg Storage Worker</b>	\$21.16	\$21.48	\$21.85	\$22.29	\$22.74	\$23.19
<b>Maintenance Helper-Hatchery</b>	\$22.39	\$22.73	\$23.12	\$23.59	\$24.06	\$24.54
<b>Maintenance Helper-Plant</b>	\$23.25	\$23.60	\$24.01	\$24.49	\$24.98	\$25.48
<b>Operational Trainer-Chicken Live Hang</b>			\$24.47	\$24.96	\$25.46	\$25.97
<b>Manual Chicken Sticker/Live Hanger</b>			\$24.47	\$24.96	\$25.46	\$25.97
<b>Class 6 B Apprentice</b>						
<b>Level 1</b>	\$21.16	\$21.48	\$21.85	\$22.29	\$22.74	\$23.19
<b>Level 2</b>	\$21.90	\$22.23	\$22.62	\$23.07	\$23.53	\$24.00
<b>Level 3</b>	\$22.39	\$22.73	\$23.12	\$23.59	\$24.06	\$24.54
<b>Level 4</b>	\$23.45	\$23.80	\$24.22	\$24.70	\$25.20	\$25.70
<b>Class 6 C</b>						
Start	\$27.99	\$28.41	\$28.91	\$29.49	\$30.07	\$30.68
6 Months	\$30.74	\$31.20	\$31.75	\$32.38	\$33.03	\$33.69
1 Year	\$31.81	\$32.29	\$32.85	\$37.79	\$38.54	\$39.32
<b>Class D</b>						
Start	\$29.05	\$30.94	\$31.48	\$32.11	\$32.75	\$33.41
6 Months	\$31.81	\$33.88	\$34.47	\$35.16	\$35.86	\$36.58
1 Year	\$32.88	\$34.94	\$35.55	\$40.88	\$41.70	\$42.53
<b>Class E 3rd Class Power Engineer/Dual Ticket</b>		\$36.44	\$37.08	\$42.64	\$43.49	\$44.36

\*Dual ticket is defined as an employee who is a Journeyperson Millwright, Electrician (including K-Ticket), Class 3 or 4 Power Engineer and must be willing to use both\*\*

**A-2      **Retroactive Pay****

Retroactive pay will be paid to all employees within thirty (30) days of the date of ratification.

**A-3 Service Premiums**

Service Premiums contained in past collective agreements between the parties, will continue to apply for employees hired prior to April 1, 2016 and will include Hatchery employees hired prior to April 1, 2016.

Employees will have the service premium applied to their wage rate and will be considered to be Overscale.

Employees who with five (5) years of service receive thirty (30¢) cents, employees with ten (10) years or more receive fifty-five (55¢) cents and employees with twenty (20) years or more receive seventy (70¢) cents per hour. Premiums will continue to increase for this employee group based on years of service until the employee has reached the seventy (70¢) cent amount.

**A-4 Job Classifications**

Class 1	
Bagger	Strapper / Gas Flush Operator
Bird Sorter	Tank Washer
Box Loader (Tray Pack)	Tray Packer
Bulk Packer	Trimmer (Scissors)
Pinner	Tub Washer
Chicken Rehang	<b>Tote Washer</b>
	<b>COP Tank (Utensils)</b>
<b><u>Cryovac</u></b>	
Giblet Packer	<b><u>Turkey Evis</u></b>
Bird Shaper	Esophagus Cut
Insert Giblet	Giblet Salvage
<b>Neck Inserter</b>	Gizzard Peel
	<b>Giblet Packager</b>
Class 2	
QC Inspector	Grinder Tenderizer
Box Machine Operator	Leg Presser
M. D. M. Operator	Sanitation
<b>Vario-Vac Operator</b>	Scaler / Pricer
<b>Palletizer</b>	Trimmer (Knife)
	Operational Clean Up
<b><u>Cryovac</u></b>	<b>Turkey Rehang</b>
Cryovac Trimmer (Knife)	
Cryovacer	<b><u>Turkey Evis</u></b>
Grader / Trimmer	Neck Slitter
<b>Bird Boxer</b>	Oil Sack Cutter

Rosebud Cutter  
 Tail Cutter  
 Turkey Opener / Bar Cut  
 Ventor

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**Class 3**

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Circular Saw Operator  
 Forklift Operator  
**Hatchery Worker**

Knife Sharpener  
 Meyn Operator  
 Shipper

**Turkey Evis Certified**

Carcass and Viscera Inspector  
 Contamination Trimmer  
 Deboner  
 Final Trim Evisceration  
 Floater  
 Inspector Helper

**Turkey Evis Non-Certified**

Manual Cropper  
 Trussing and Unloading Birds  
 Vacuum Operator  
**Neck Cutter**

**Chicken Evis Certified**

Carcass and Viscera Inspector  
 Contamination Trimmer  
 Deboner  
 Final Trim Evisceration

Floater  
 Inspector Helper  
 Pre-inspection  
 Presenter Detector

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**Class 4**

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F. P. S. Monitor (Chicken & Turkey)  
 Forklift Operator (Live Hang)  
 Order Coordinator  
**Drag Chill Operator**

Ossid Operator  
 Out of Scope Replacement  
 IQF Operator

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**Class 5**

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Evisceration Equipment Adjuster  
 Linco Machine Operator  
**Hatchery Coordinator**  
**Hatchery Driver**  
**City Delivery Truck Driver**  
**Live Bird Hanger (Chicken)**

Live Bird Hanger (Turkey)  
 Live Bird Receiver  
 Live Haul Driver  
**Picker Room Operator**

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**Class 5B**

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**Live Haul Drivers**

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**Class 6A**

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**Egg Storage Worker**  
**Maintenance Helper-Hatchery**  
**Maintenance Helper-Plant**

**Manual Chicken Sticker/Live Hanger\***  
**Operational Trainer-Chicken Live Hanger\***

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**Class 6B**

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Level 1 Apprentice  
 Level 2 Apprentice

Level 3 Apprentice  
 Level 4 Apprentice

<b>Class 6C</b>	
<b>Maintenance Technician-Hatchery</b>	
<b>CWB Welder-Fabricator</b>	
<b>Class 6D</b>	
Power Engineers-4th Journeyman	<b>Hatchery Facility Maintenance</b>
<b>Class 6E</b>	
Power Engineer-3rd	

**\*See Letters of Understanding for Wage Rates**

## APPENDIX "B"

### BENEFITS

#### PREAMBLE

The Company shall continue to provide all of the benefits currently provided for employees under the existing conditions/qualifications, who qualify. **Effective February 1, 2022 Employees will qualify for benefits outlined below B1-B10 after completing 90 calendar days and successfully completing their probationary period as per Article 3.08. Employees are eligible for RRSP/DPSP (B11) after a twelve (12) month waiting period from date of hire, as briefly described below in Appendix B-1 through B-12 inclusive. The cost of the premiums for the benefits in Appendix B-1 through B-10 inclusive will be cost-shared between the Company and the employee upon a percentage basis as follows:**

85% Company paid 15% employee paid.

#### B-1 Group Life Insurance

1 x annual earnings plus \$10,000 to a maximum of \$110,000

#### B-2 Dependent Life Insurance

\$10,000 - spouse  
\$ 5,000 - child

#### B-3 Critical Conditions

Employee - \$50,000  
Spouse - \$10,000  
Children - \$5,000 each

Benefit payable after thirty (30) day waiting period

#### B-4 Weekly Indemnity Benefits

66 2/3% of weekly earnings up to EI maximum payable on the 1st day in the event of accident, 6th day in the event of sickness or if hospitalized, and payable for fifteen (15) weeks.

**B-5 Long Term Disability**

60% of earnings up to a maximum of \$4,500 per month. Benefits commence on the 106th day in the event of accident or sickness.

**B-6 Ambulance/Hospital Semi-Private Benefits**

No deductible - 100% reimbursement

**B-7 Extended Health Care Benefits**

No deductible - reimbursement to subscriber 80% of eligible charges. No overall benefit maximum. **A Prescription Drug card will be provided to plan members for prescription drug cost reduction at the time of purchase.**

**B-8 Vision Care Benefit**

100% reimbursement - maximum benefit of \$200 of eligible expenses every 24 months (effective October 1st, 2001).

**B-9 Unlimited Group Travel**

No deductible - 100% reimbursement on eligible expenses.

**B-10 Dental Plan**

90% coverage for basic dental services  
75% coverage for major dental services  
50% coverage for orthodontic services

All coverage, including orthodontic is for employees and their eligible dependents.

**B-11 Pension Plan**

The Company agrees to continue to offer a DPSP **to employees who are on the plan prior to April 1<sup>st</sup>, 2021**, which allows employees and the Company to contribute into an RRSP fund in the employee's name as follows:

**Five (5%) percent** of the employee's gross regular earnings paid by the Company  
**three (3%) percent** paid by the employee

The Company agrees to offer a DPSP to **eligible employees who join after April 1<sup>st</sup>, 2021**, which allows employees and the Company to contribute into an RRSP fund in the employee's name as follows:

**Four (4%) percent** of the employee's gross regular earnings paid by the Company  
**four (4%) percent** paid by the employee.

All employees who wish to enroll shall be entitled to enroll in the above noted plan. Should the employee opt to contribute a greater percentage than 4%, the Company will arrange for payroll deductions for this purpose.

### **B-12 Education and Training Trust Fund**

The Company agrees to contribute two (2¢) cents per hour for each hour worked by the employees in the bargaining unit into the Union's Education and Training Trust Fund. Such contributions shall be forwarded to the Union's trust fund within twenty-one (21) days following the end of the Company's four (4) or five (5) week accounting period and shall be accompanied by an itemized statement detailing the names of the employees for whom contributions were made and the calculations that were used to determine the amount of contributions that were made on behalf of each such employee.

**APPENDIX C**

**COMMITTEES**

C-1 Joint Labour Management Committee

**Terms of Reference**

**PURPOSE:** To discuss and resolve work related issues, complaints and potential grievances and to promote a more harmonious relationship between the Company and its employees with the understanding that neither party forfeits their right to resolve their matter through the grievance procedure if such resolution is unattainable through this Committee.

**DUTIES:**

- (a) to review issues raised by committee members in an attempt to resolve them.
- (b) To keep minutes of meetings to be reviewed at each subsequent meeting. The Manager Human Resources / designate shall be responsible for the production of meeting minutes.

**MEMBERSHIP:** Membership shall consist of not more than four (4) Union members, comprised of the full-time Union Representative, the Chief Shop Steward and a maximum of two (2) other shop stewards of the Union's choice. The members attending said Joint Labour Management meeting will be chosen by the Union and rotated from time to time. The Company agrees to make available as many members of the management team as is required to investigate, answer and resolve issues raised by the Union committee members. Members' attendance at Joint Labour Management meetings will be considered time worked at their regular rate of pay. This meeting is not subject to the provisions of Article 15.02 of the collective agreement.

**MEETINGS:** The Joint Labour Management Committee shall meet at least quarterly, or as needed depending on the issue(s) before the Committee.

**LETTER OF UNDERSTANDING**

BETWEEN:

**EXCELDOR COOPERATIVE**  
herein referred to as the  
"Company"

AND

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

**Subject: Letter of Understanding - Primary Processing Evenings & West Cut  
Pack Department - EI Qualification Program**

This will confirm the parties acknowledge that the hours of work in **Primary Processing Evenings & West Cut Pack** departments are seasonal in nature. Hours of work in these departments are normally reduced **when the holiday season ceases, resulting in layoffs**. In order for these employees to supplement their income through Employment Insurance (EI), this will confirm that the Company will lay these employees off for a period of time that will qualify them for EI.

Layoffs will not be done based seniority but will be put in effect in whatever sequence and grouping are determined by the Company based on operational need. Each group of employees will be laid off in a sequential rotating basis for a period of time equal to or greater than seven (7) calendar days as determined by the Company based on operational need.

It is further understood that to facilitate this exercise in an organized manner, all bumping rights provided in the Collective Agreement shall not apply to these employees until the layoffs are concluded. It is also understood and agreed between the parties that Article 13.01 of the Collective Agreement shall not apply when employees are laid off pursuant to this Letter of Understanding and therefore said employees shall have no right to bump any other employee out of **their** position upon being laid off pursuant to this Letter of Understanding.

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

**SIGNED THIS                      DAY OF                      , 2021.**

**FOR THE UNION:**

**FOR THE COMPANY:**

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

BETWEEN:

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

**Any sanitation employee required to wear a harness or use specialized lift equipment (lift genie) will be paid Class 3 for all hours worked when performing these duties.**

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

**SIGNED THIS                      DAY OF                      , 2021.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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\_\_\_\_\_

**LETTER OF UNDERSTANDING**

BETWEEN:

**EXCELDOR COOPERATIVE.**  
herein referred to as the  
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AND

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

**Re: Long Haul Driver Compensation for Saskatchewan Loads**

This Letter of Understanding shall confirm the parties' agreement relating to the manner in which long haul drivers are to be compensated for Saskatchewan loads and shall come into effect on April 1, 2013. For all other loads, drivers will continue to be compensated in accordance with the current collective agreement.

Notwithstanding, the terms of the current collective agreement drivers shall be compensated based on a flat rate for each Saskatchewan load in accordance with the following Saskatchewan Live Haul Freight Schedule:

Farm	Miles	Time (Hrs. per trip)	Flat Rate Per Driver
Langelaar	1,172	25	\$487.50
Piro	1,172	25	\$487.50
Wiersma	1,056	23	\$448.50
Joni	1,150	23.5	\$458.25
Clark's	570	15	\$292.50
Russ W	1,112	23	\$448.50
Hillcrest	1,004	23	\$448.50
Westcoast	950	20.5	\$399.75
Callicoon	1,176	25	\$487.50
Hedegus	600	14.5	\$282.75

The flat rate per driver shall be calculated using the current straight time hourly driver rate multiplied by the hours per trip as set out above. When there is an increase to the straight time hourly driver rate, the flat rate per driver shall be adjusted to reflect such increase. When hours per trip are exceeded; drivers shall be paid at their straight time hourly rate for all excess hours.

The Company reserves the right to add to or delete Farms from the Saskatchewan Live Haul Freight Schedule.

During the life of the collective agreement, the Company agrees not to contract out Saskatchewan live haul freight so long as the above method of compensation remains in effect.

This Letter of Understanding shall terminate upon the expiration of the collective agreement unless the parties agree to its renewal.

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

**SIGNED THIS                      DAY OF                      , 2021.**

**FOR THE UNION:**

**FOR THE COMPANY:**

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

BETWEEN:

**EXCELDOR COOPERATIVE**  
herein referred to as the  
"Company"

AND

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

**Entry Level Employee Roll – Over Protocol**

- 1) When an entry level employee becomes a regular full-time employee as a result of the operation of Article 3.05 (e) (the "rollover employee") the Employer will, pursuant to Article 12.04, determine whether there is a vacancy in the area in which the rollover employee was working when **they** rolled over and, if there is a vacancy, whether there is a requirement to fill that vacancy to meet business needs. If there is no vacancy, then, pursuant to Article 12.05, the rollover employee will be reassigned to a vacancy that the Employer was unable to fill through the posting procedure.
- 2) If the Employer, pursuant to Article 12.04 determines that there is a vacancy in the area in which the rollover employee rolled over and, that there is a requirement to fill that vacancy to meet business needs, then the Employer, pursuant to Articles 12.04 and 12.05, shall post a position to fill that vacancy for which all eligible employees will be entitled to apply, including the rollover employee.
- 3) If the rollover employee is not the successful applicant for the posted position or does not apply for said position, the rollover employee then, pursuant to Article 12.05, will be reassigned by the Employer to another vacancy that the Employer was unable to fill through the posting procedure.
- 4) If the position in which the rollover employee is working at the time of the rollover will only be in existence for a further maximum twenty (20) days after the rollover, then it need not be posted and, pursuant to Article 12.05 of the Collective Agreement, the rollover employee shall be reassigned to a vacancy that the Employer was unable to fill through the posting procedure at the time the position ends.

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

**SIGNED THIS                      DAY OF                      , 2021.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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**LETTER OF UNDERSTANDING**

BETWEEN:

**EXCELDOR COOPERATIVE**  
herein referred to as the  
"Company"

AND

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

**Joint Employment Project**

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

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

**SIGNED THIS                      DAY OF                      , 2021.**

**FOR THE UNION:**

**FOR THE COMPANY:**

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING - REVISED**

BETWEEN:

**EXCELDOR COOPERATIVE**  
herein referred to as the  
"Company"

AND

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

**Operational Trainer Positions**

Operational Trainers: The Company will determine the number of trainers required based on operational and training requirements.

- Operational Trainer-Chicken Evis-Class 4
- Operational Trainer-FP, Breast Debone, Deli, Tray Pack, Thigh Debone, Packaging, Lino (hanging)-Class 2
- Operational Trainer-Turkey Evis-Class 4
- Operational Trainer - West Cut Pack- Manual Debone area – Class 4
- Operational Trainer-Chicken Live Hang Area-Class 6A**
- Operational Trainer-West Cut Pack-Cryovac Area-Class 4

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

**SIGNED THIS        DAY OF        , 2022.**

**FOR THE UNION:**

**FOR THE COMPANY:**

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

BETWEEN:

**EXCELDOR COOPERATIVE**  
herein referred to as the  
"Company"

AND

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

**Hatchery "Transfer Work"**

The parties agree that the current process of assigning work for the "transfer" task will remain as per the current practise on the date of ratification, wherein, the transfer work is assigned in order of seniority.

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

**SIGNED THIS                      DAY OF                      , 2021.**

**FOR THE UNION:**

**FOR THE COMPANY:**

\_\_\_\_\_

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**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 **Exceldor Cooperative** contain the following statements:

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

The Company agrees to deduct from each employee's pay on each pay day, beginning with the second pay day for new employees, the regular Union membership dues payable by a member of the Union whether or not the employee is a member of the Union, except that where the employee is not a member of the Union the amount deducted shall not include any portion of such dues that is payable with respect to initiation fees payable by members of the Union.

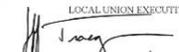
The Company will remit monthly the total sum of the amount so deducted to the Secretary-Treasurer of the Union on or before the third Friday of the calendar month following the month in which the deductions were made, via direct deposit with an electronic list of the names and social insurance numbers of the employees from whose wages the deductions have been made and the amounts so deducted from each employee's wages. The Company will also provide the Union, when remitting the monthly deposit, with any name change of employees and names and termination dates of employees who have terminated their employment in that accounting period.

Please complete the attached Membership Application immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office (1412 Portage Avenue, Winnipeg MB R3G OV5) 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 NATIONAL UNION

LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)	I hereby authorize to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required. (Cross out if you do not agree.)		
COMPANY NAME	TOWN/LOCALITY	DEPARTMENT/NO.			
CLASSIFICATION	EMPLOYER NO.	FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>	PART-TIME <input type="checkbox"/> OTHER <input type="checkbox"/>	

I hereby declare that the information provided on this application and in the above statements are true. I agree that all monies paid by me shall be forfeited and assigned to the United Food & Commercial Workers International Union and Local 832 for the purposes of collective bargaining and handling of grievances. I authorize the United Food & Commercial Workers International Union and Local 832 to use my personal information for the purposes of collective bargaining and handling of grievances. I agree 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 stated 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

**LETTER OF UNDERSTANDING RE: Amendment to Qualification Period for Benefits**

**BETWEEN:**

**EXCELDOR COOPERATIVE,**  
herein referred to as the  
"Company"

**AND**

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

**In December 2021, the Company approached the Union wanting to provide benefits earlier to attract employees to assist with the recruitment process. The Company proposed that effective February 1, 2022 all employees covered under this Collective agreement would be eligible to obtain benefits outlined in Appendix B, completing 90 calendar days and successfully completing their probationary period as per Article 3.08, instead of the twelve (12) month current qualifying period.**

**It was also proposed that that any employee who has already completed their ninety (90) calendar days probationary period, but worked less than twelve (12) months as of February 1, 2022 would automatically be eligible for benefits outlined in Appendix B.**

**The Union has agreed to the proposal put forth by the Company as it is a direct benefit to all of its members.**

**The Preamble in Appendix B will be amended to read as follows:**

**APPENDIX "B"**

**BENEFITS**

**PREAMBLE**

The Company shall continue to provide all of the benefits currently provided for employees under the existing conditions/qualifications, who qualify. **Effective February 1, 2022 Employees will qualify for benefits outlined below B1-B10 after completing 90 calendar days and successfully completing their probationary period as per Article 3.08. Employees are eligible for RRSP/DPSP (B11) after a twelve (12) month waiting period from date of hire, as briefly described below in Appendix B-1 through B-12 inclusive. The cost of the premiums for the benefits in Appendix B-1 through B-10 inclusive will be cost-shared between the Company and the employee upon a percentage basis as follows:**

85% Company paid 15% employee paid.

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

**SIGNED THIS        DAY OF December, 2021.**

**FOR THE UNION:**

**FOR THE COMPANY:**

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING RE: CHANGE IN CLASSIFICATION FOR OPERATIONAL TRAINER CHICKEN LIVE HANG AND MANUAL CHICKEN STICKER/LIVE BIRD HANGER (CHICKEN)**

**BETWEEN:**

**EXCELDOR COOPERATIVE,**  
herein referred to as the "Company"

**AND**

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

**This Letter of Understanding will confirm the parties agreement to move the job of Operational Trainer-Chicken Live Hang and Manual Chicken Sticker/Chicken Live Hanger from Class 5 to Class 6A effective May 9<sup>th</sup>, 2022 to the following wages:**

Class 6 A	Current	01-Apr-21	01-Apr-22	01-Apr-23	01-Apr-24	01-Apr-25
Egg Storage Worker	\$21.16	\$21.48	\$21.85	\$22.29	\$22.74	\$23.19
Maintenance Helper-Hatchery	\$22.39	\$22.73	\$23.12	\$23.59	\$24.06	\$24.54
Maintenance Helper-Plant	\$23.25	\$23.60	\$24.01	\$24.49	\$24.98	\$25.48
<b>Operational Trainer-Chicken Live Hang</b>			\$24.47	\$24.96	\$25.46	\$25.97
<b>Manual Chicken Sticker/Live Hanger</b>			\$24.47	\$24.96	\$25.46	\$25.97

***This LOU was originally signed in May of 2022, but there was an error on the calculation for the wage increases to this position for 2023, 2024 & 2025. As a result, this LOU has been amended to accurately reflect the correct wages, as noted in the***

*table above.*

All current incumbents to the role will receive the rate increase retroactively to Monday May 9<sup>th</sup>, 2022.

All vacant positions will be reposted internally as outlined in Article 12.04 of the Collective Agreement. If positions are not able to be filled then positions will be posted externally.

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

SIGNED THIS 29<sup>th</sup> DAY OF SEPTEMBER, 2022.

FOR THE UNION:

FOR THE COMPANY:

Marie Buchan

Andrea Thomson

**LETTER OF UNDERSTANDING**

**RE: WAGE ADJUSTMENT FOR CLASS 6C, CLASS 6D & CLASS 6E**

**BETWEEN:**

**EXCELDOR COOPERATIVE,**  
herein referred to as the "Company"

**AND**

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

This Letter of Understanding will confirm the party's agreement to increase the wages as proposed below for Class 6C, Class 6D & Class 6E effective for April 1<sup>st</sup>, 2023 and the wages are as follows for the duration of the collective agreement:

<b>Class 6C</b>	<b>Current</b>	<b>01-Apr-23</b>	<b>01-Apr-24</b>	<b>01-Apr-25</b>
Start	\$ 28.91	\$ 29.49	\$ 30.07	\$ 30.68
6 Months	\$ 31.75	\$ 32.38	\$ 33.03	\$ 33.69
1 Year	\$ 32.85	<b>\$ 37.79</b>	<b>\$ 38.54</b>	<b>\$ 39.32</b>

<b>Class 6D</b>	<b>Current</b>	<b>01-Apr-23</b>	<b>01-Apr-24</b>	<b>01-Apr-25</b>
Start	\$ 31.48	\$ 32.11	\$ 32.75	\$ 33.41
6 Months	\$ 34.47	\$ 35.16	\$ 35.86	\$ 36.58
1 Year	\$ 35.55	<b>\$ 40.88</b>	<b>\$ 41.70</b>	<b>\$ 42.53</b>

<b>Class 6E</b>	<b>Current</b>	<b>01-Apr-23</b>	<b>01-Apr-24</b>	<b>01-Apr-25</b>
3rd Class Power Engineer/Dual Ticket	\$ 37.08	<b>\$ 42.64</b>	<b>\$ 43.49</b>	<b>\$ 44.36</b>

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

**SIGNED THIS 25th DAY OF OCTOBER, 2022.**

**FOR THE UNION:**

**FOR THE COMPANY:**

Marie Buchan

Andrea Thomson

**LETTER OF UNDERSTANDING**  
**RE: WAGE ADJUSTMENT FOR LIVE HAUL DRIVERS**

**BETWEEN:**

**EXCELDOR COOPERATIVE,**  
herein referred to as the "Company"

**AND**

**UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION, LOCAL NO. 832,** char-  
tered by the United Food & Com-  
mercial Workers International Un-  
ion, hereinafter referred to as the  
"Union".

**This Letter of Understanding will confirm the parties agreement to increase the wages as proposed below for Live Haul Drivers. Due to this adjustment a new classification of Class 5B has been created which will be only Live Haul Drivers. There will also be no progression to this wage scale (similar to Class 6E) This wage adjustment will be effective *October 24<sup>th</sup>, 2022* and the wages are as follows for the duration of the collective agreement:**

Class 5B	Current	New Wage	01-Apr-23	01-Apr-24	01-Apr-25
Live Haul Drivers	\$ 23.47	\$ 26.67	\$ 27.20	\$ 27.75	\$ 28.30

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

**SIGNED THIS 25<sup>th</sup> DAY OF OCTOBER, 2022.**

**FOR THE UNION:**

**FOR THE COMPANY:**

Marie Buchan

Andrea Thomson