

**GRANNY'S POULTRY CO-OPERATIVE
(MANITOBA) LTD.
HATCHERY OPERATIONS**

FROM: October 4, 2016

TO: October 3, 2021

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



GRANNY'S POULTRY CO-OPERATIVE HATCHERY OPERATIONS

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EXPIRY DATE: OCTOBER 3, 2021

AGREEMENT BETWEEN:

GRANNY'S POULTRY CO-OPERATIVE (MANITOBA) LTD., HATCHERY OPERATIONS in the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "**Company**",

AND

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

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 Granny's Co-operative (Manitoba) Ltd., in the Province of Manitoba employed at the Hatchery, save and except Supervisor, Office Personnel, QA-HACCP Coordinators, Managers those above the position of Manager and those excluded by the act.

ARTICLE 3 **DEFINITIONS**

3.01 **Full-Time Employee**

A regular full-time employee means an employee who is normally scheduled to work forty (40) hours per week consisting of five (5) eight (8) hour work days or four (4) ten (10) hour work days from Monday to Saturday inclusive as scheduled by the **Company**.

3.02 **Part-Time Employee**

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

3.03 **Casual Employee**

A casual employee means an employee who is hired for the purpose of replacing full-time or part-time employees due to their absence caused by illness, injury, vacation or other leaves of absence, or for operational requirements. Casual employees are excluded from this Agreement and the **Company** will not have more than **forty (40%) percent** casual employees working at the Hatchery at any one (1) time. The limit of **forty (40%) percent** casual employees will not apply on days when the **Company** must uncrate and tray eggs that have been either imported or purchased from outside the **Company's** member group, and clean up the work area afterwards. The **Company** will not hire casual employees in the event that there are part-time or full-time employees available to perform the required work.

3.04 **Masculine or Feminine Gender**

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

3.05 **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.

3.06 **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.

ARTICLE 4 BARGAINING UNIT WORK

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

 The Supervisor of the Hatchery may perform bargaining unit work under the following conditions:

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

 The performance of bargaining unit work by the Supervisor shall not result in a reduction of hours, the layoff of bargaining unit employees or a permanent reduction of bargaining unit staff at the Hatchery.

ARTICLE 5 UNION SHOP

5.01 The **Company** shall retain in its employ within the bargaining unit as outlined in Article 2 of this Agreement, only members of the Union in good standing. The **Company** shall be free to hire 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 and become members within thirty (30) calendar days. The term "hired" shall not apply to employees who are on layoff.

5.02 The **Company** shall provide each new employee at the time of employment with a form letter supplied by the Union, outlining to the employee **their** responsibility in regard to the payment of Union dues and initiation fees.

5.03 The Company shall forward a Membership Application, as attached to this Agreement (**Exhibit One**), duly completed, to the Union within ten (10) calendar days from the date of hire of the employee. The Union shall bear the expense of printing and mailing the Membership Application.

ARTICLE 6 DEDUCTION OF UNION DUES

6.01 The **Company** agrees to deduct from each employee's pay on each pay day, the regular Union membership dues payable by **an employee of the bargaining unit**.

6.02 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 (**3rd**) Friday of the calendar month following the month in which the deductions were made, if technology is compatible an electronic **Excel** 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, **employees on leave of absence, retired** and termination dates of employees who have terminated their employment in that accounting period.

6.03 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 the Agreement** and it will deduct from the wages of each employee joining the Union, the initiation fee due from the employee to the Union on the first (**1st**) pay day of the following calendar month and shall remit **via direct deposit** same to the Secretary-Treasurer of the Union on or before the fifteenth (**15th**) day of the calendar month following the month in which the deduction was made.

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

6.05 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.

6.06 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.

6.07 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 6.

ARTICLE 7 PROBATIONARY PERIOD

7.01 Any employee who is hired by the Company shall be on probation for their first (**1st**) ninety (90) calendar days of employment. This ninety (90) day calendar period may be extended by mutual consent between the Company and the Union. The

Company, at its discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration articles of this Agreement.

ARTICLE 8 **HOURS OF WORK**

8.01 **Work Week**

The basic work week for full time employees shall be forty (40) hours to be worked in five (5) shifts at eight (8) hours per day or four (4) shifts of ten (10) hours per day from Monday to Saturday inclusive.

8.02 **Consecutive Hours of Work**

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

8.03 **Work Week/One General Holiday**

In a week in which one (1) general holiday occurs the basic work week for full-time employees shall be thirty-two (32) hours. In the event of ten (10) hour shifts the basic work week shall be thirty (30) hours.

8.04 **Work Week/Two General Holidays**

In a week in which two (2) general holidays occur, the basic work week for full-time employees shall be twenty-four (24) hours. In the event of ten (10) hour shifts, the basic work week shall be twenty (20) hours.

8.05 **Work Schedules**

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

The Company shall first (1st) post a notice seeking volunteers for ten (10) hour shifts in the classifications of Hatchery Worker and Lead Hand 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 10.02 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.

The Company shall then post the weekly work schedule for all employees in all classifications not later than the end of the work day on Wednesday of each week for the following week. Said schedule shall include starting and quitting times of each shift that is to be worked by employees in the bargaining unit. The posting of shifts shall not be construed as a guarantee of work hours or hours of work.

If the new schedule is not posted by the end of the work day on Wednesday, then the schedule already posted shall apply for the following week and the Company shall not subsequently change an employee's shift for the following week except as follows. Said schedule may be changed without notice in the event of snowstorm, resource shortages, malfunction or breakdown of machinery or force majeure.

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

8.07 **Wet to Dry Change Time**

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) minutes paid time for changing clothing or equipment necessitated by a change from wet to dry working conditions.

8.08 The Company will allow employees a five (5) minute paid clean up period prior to the end of the shift.

8.10 All employees must receive ten (10) hours off between their shifts, unless a shorter period of time is mutually agreeable between the employee and the Company. Airport live bird pick-ups may receive less than ten (10) hours off between their shifts as the need arises.

8.11 **Attendance**

All employees are required to report and be ready to start work at their scheduled start times. Each employee is required to notify the Company via phone call, email or text message one-half (1/2) hour prior to the start of their scheduled start time if they are going to be absent or any reason, indicating the reason for the absence. Failure to notify the Company or late notification may result in the absence being treated as unauthorized absenteeism. This is not applicable to employees who have provided the Company prior, with a medical note identifying the days that they are unable to work.

ARTICLE 9 MEAL AND REST PERIODS

9.01 Meal Periods

All employees who work a shift of seven (7) hours or more shall receive one (1) uninterrupted meal period without pay of not less than thirty (30) minutes.

9.02 Rest Periods

All employees who work a shift of seven (7) hours or more shall receive two (2) uninterrupted fifteen (15) minute rest periods with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in **sub-article 9.01** above.

All employees who work a ten (10) hour shift shall receive two (2) uninterrupted fifteen (15) minute rest periods with pay and one (1) uninterrupted ten (10) minute rest period as the final rest period of the day with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in **sub-article 9.01** above.

9.03 Employees who agree to work overtime on the completion of their shift shall receive an uninterrupted ten (10) minute break at the conclusion of their regularly scheduled shift. If overtime is less than two (2) hours, no other breaks will be provided. If overtime is **more than two (2)** hours but less than four (4) hours, one fifteen (15) minute paid break will be provided at the conclusion of the second hour of overtime. If overtime is a minimum of four (4) hours but less than six (6) hours, a half ($\frac{1}{2}$) hour paid break will be provided at the end of the fourth (**4th**) hour of overtime. Employees shall then receive an additional uninterrupted fifteen (15) minute rest period with pay at the conclusion of each additional two (2) hours of overtime worked thereafter.

9.04 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 ($2\frac{1}{2}$) hours in addition to and immediately following said employee's normal work period of eight (8) **hours** or ten (10) hours that day shall be provided with a meal allowance of **ten (\$10.00) dollars** with the exception of Drivers who will be provided with a meal allowance of **twelve (\$12.00) dollars**.

9.05 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** during the full-time Union Representatives visits as outlined in **sub-article 19.01**.

ARTICLE 10 OVERTIME

10.01 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 ½~~X~~) 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 (1½~~X~~) times the employee's regular hourly rate of pay.

10.02 Overtime is recognized as being voluntary and offered in order of seniority, but if there are insufficient qualified volunteers 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 employee immediately available and qualified to perform the overtime. Any employee who is required to work overtime shall be notified of the required overtime before the last break on the day the overtime is to be worked, and all weekend overtime requests shall be made no later than noon on Friday of any given week. Management shall not unreasonably deny an employee's request to be excused from overtime if that employee has compelling personal reasons for not working the required overtime.

10.03 For the purposes of computing overtime, any employee who is off on any authorized paid leave of absence shall have this time off credited and considered to be time worked for the purposes of determining when overtime is to be calculated.

10.04 **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 8. **Employees who are absent from work due to illness and/or injury, medical appointment attendance, family responsibility leave, to extend bereavement leave, or any other applicable requested time off work, must use banked overtime to offset loss of wages.**

- (a) Employees **shall** be entitled to bank overtime at the rate of one and one-half (1½~~X~~) **times** for each **half** (½) hour of overtime worked. **Banked overtime will be converted to dollars based on the rate of pay for the classification in which the employee worked the overtime. Employees will draw from the banked time at the base rate of pay.**

- (b) **Banked overtime shall be accumulated from June 1st to May 31st of each year.** Employees may only bank overtime in the amount of **thirty (30)** minutes or more. Any overtime worked that is less than **thirty (30)** minutes shall be paid out.
- (c) Any unused banked overtime will either be paid out yearly by the first **(1st)** pay period in June, or upon employee request, the employee may choose to have any unused banked overtime deposited to their RRSP **in June** 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 written notice and will be subject to operational requirements. **In addition, an employee can only request a maximum of 5 consecutive days at any one time.**
- (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 **thirty (30) minutes** or more.

ARTICLE 11 GENERAL HOLIDAYS

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

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

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

11.02 In order for an employee to qualify for a general holiday with pay the employee must not have been voluntarily absent from **their** scheduled work day immediately prior to and following such holiday. Vacation, illness, injury, or any other authorized leave of absence shall not disqualify an employee.

11.03 If a general holiday occurs during an employee's vacation, the employee shall take an extra day's vacation with pay (scheduled by mutual agreement between the employee and the **Company**).

11.04 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. **The Company will post by March 31st of each year the finalized list of the days on which the general holidays will be observed.**

11.05 All full-time employees shall receive eight (8) hours' pay at their regular hourly rate of pay for each general holiday, or ten (10) hours' pay at their regular hourly rate of pay for employees working ten (10) hour shifts. All part time employees shall receive five (5%) percent of their total wages excluding overtime wages for the four (4) week period immediately preceding the general holiday.

ARTICLE 12 RELIEVING RATES/TEMPORARY ASSIGNMENTS

12.01 Under no circumstances will an employee be required to relieve a person whose position with the **Company** is outside of the scope of this Agreement.

12.02 Any 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.

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

ARTICLE 13 PREMIUM PAYS

13.01 (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 (**1st**) 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 hatchers 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 **one hundred and sixty (\$160.00) dollars effective October 4, 2016, one hundred and seventy (\$170.00) dollars effective October 4, 2017, one hundred and eighty (\$180.00) dollars effective October 4, 2018, one hundred and ninety (\$190.00) dollars effective October 4, 2019 and two hundred (\$200.00) dollars effective October 4, 2020** 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.

13.02

Sunday Premium

An 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.

13.03 **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.

13.04 **Transfer Premium**

Employees required by management to do transfers shall be paid a fifteen (.15¢) cent per wagon transfer premium, per employee. This premium does not apply to employees who set up the transfer room or Hatcher, cleaning up the transfer room, washing of trolleys and setters used for transfer.

ARTICLE 14 VACATIONS

14.01 Full-time employees who, on January 1st of each year, have less than one (1) year of continuous service with the **Company** since their most recent date of hire shall receive vacation pay in an amount equal to four (4%) percent of their total earnings excluding overtime earnings during the period of employment for which no vacation allowance has been paid, up to January 1st. Said employees shall be allowed up to two (2) weeks of vacation time off without pay, all of which shall be taken during the vacation period.

Full-time employees who, on January 1st of each year, have one (1) year of continuous service but less than five (5) years of continuous service with the **Company** since their most recent date of hire, shall receive two (2) weeks' vacation with pay at their regular hourly rate of pay.

Full-time employees who, on January 1st of each year, have five (5) years of continuous service but less than nine (9) years of continuous service with the **Company** since their most recent date of hire, shall receive three (3) weeks' vacation with pay at their regular hourly rate of pay.

Full-time employees who, on January 1st of each year, have nine (9) years of continuous service but less than eighteen (18) years of continuous service with the **Company** since their most recent date of hire, shall receive four (4) weeks' vacation with pay at their regular hourly rate of pay.

Full-time employees who, on January 1st of each year, have eighteen (18) years of continuous service but less than twenty five (25) years of continuous service with the **Company** since their most recent date of hire, shall receive five (5) weeks' vacation with pay at their regular hourly rate of pay.

Full-time employees who, on January 1st of each year, have twenty five (25) years of continuous service or more with the **Company** since their most recent date of hire, shall receive six (6) weeks' vacation with pay at their regular hourly rate of pay.

14.02 Employees entitled to two (2), three (3), four (4), five (5) or six (6) weeks' vacation and who leave their employment, or whose employment is terminated, shall receive a vacation allowance in an amount equal to four (4%) percent, six (6%) percent, eight (8%) percent, ten (10%) percent or twelve (12%) percent as the case may be, of their total wages earned excluding overtime wages during the period of employment for which no vacation allowance has been paid.

14.03 Employees shall be entitled to take up to two (2) weeks of their vacations consecutively.

14.04 The **Company** shall post a vacation planner containing each employee's number of weeks of vacation entitlements by December 1st of each year so as to enable employees to write in their preferred vacation time. Employees shall have until December 31st of each year to write in their preferred vacation time. On January 15th of each year the **Company** shall post a finalized vacation schedule.

14.05 A full-time employee who becomes ill or injured while they are on vacation may file a claim for weekly indemnity benefits with Blue Cross and if the claim is accepted, the balance of the employee's vacation shall then be rescheduled following their return to work.

14.06 The vacation year shall be from January 1st to December 31st. With the exception of employees with less than one (1) year of continuous service, entitlement to annual vacation with pay is based on the employee's accrued vacation to December 31st of the previous year. An employee is entitled to carryover up to two (2) weeks of vacation and take up to four (4) weeks' vacation consecutively. Employees wishing to carryover vacation must notify the Company in writing and take such vacation before April 30 of that year. In all other circumstances **sub-article** 14.03 will apply.

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

less than five (5) years – four (4%) percent

five (5) years but less than nine (9) – six (6%) percent

nine (9) years but less than eighteen (18) – eight (8%) percent

eighteen (18) years but less than twenty five (25) – ten (10%) percent

more than twenty five (25) years – twelve (12%) percent

14.08 Seniority shall be the governing factor in the choice of vacation.

ARTICLE 15 MANAGEMENT RIGHTS

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

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

15.03 The **Company** shall act reasonably, fairly and in good faith with respect to any matter which is not covered by the Collective Agreement but which affects the bargaining agent or any employee bound by the Collective Agreement.

ARTICLE 16 NOTICE OF LAYOFF/CLOSURE/SEVERANCE PAY

16.01 **Notice of Layoff**

The **Company** shall notify all employees who are to be laid off based on the following scale:

Employment Notice

Less than one (1) year	One (1) weeks
One (1) – three (3) years	Two (2) weeks
Three (3) – five (5) years	Four (4) weeks
Five (5) – ten (10) years	Six (6) weeks
Ten (10) + years	Eight (8) weeks

16.02 **Notice of Closure**

The **Company** shall notify all employees who are to be affected by the permanent closure of all or any portion of the **Company's** operation, ten (10) weeks prior to the effective date of such closure or shall award pay in lieu thereof.

ARTICLE 17 PAYMENT FOR MEETING ATTENDANCE

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

17.02 The **Company** will not schedule any mandatory meetings for employees outside of their regular schedule of hours.

ARTICLE 18 STRIKES AND LOCKOUTS

18.01 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.

18.02 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 19 UNION REPRESENTATIVE'S VISITS

19.01 Duly authorized full-time representatives of the Union shall be entitled to visit all areas of the plant 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 lunchroom, the Union Representative shall contact Human Resources to advise that **they** intend to visit the lunchroom providing that the lunchroom is in ordinary use by employees. The purpose of the visit to the lunchroom is to communicate with employees who wish to talk to the Union Representative and be available to answer any questions or concerns employees may have during their meal or rest periods. The Union Representative will be entitled to visit the hatchery accompanied by the Shop Steward after providing notice the previous day to Human Resources. The Shop Steward on duty at the time of the visit will be entitled to accompany the Union Representative during **their** visit and such accompaniment will never be for more than two (2) hours per visit in total.
- (b) When at the hatchery, the Union Representative shall follow and observe all regulations and policies governing hatchery operations.
- (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 hatchery. Additional persons employed by the Union may be authorized for specific visits upon prior discussion with the **Human Resources Department or Manager of Hatchery Operations**.

No Union Representative will be permitted to visit the plant floor of the Hatchery if they have, within the preceding **forty-eight (48)** hours, been in contact with any other poultry or livestock units.

ARTICLE 20 **SHOP STEWARDS**

20.01 The **Company** shall recognize one **(1)** Union Shop Steward and one **(1)** alternate Shop Steward appointed and/or elected by the Union to represent employees in the bargaining unit. The **Company** further recognizes the right of the Shop Stewards to oversee the terms of the Collective Agreement being implemented and to present complaints and/or grievances to management.

20.02 Shop Stewards shall be allowed reasonable time off with pay during regular working hours for the purposes of investigating any grievances or potential grievances. **Shop** Stewards shall request time off to investigate grievances. Such requests will not be unreasonably denied or delayed and shall be honoured no later than one **(1)** hour from the time of the request. Under no circumstances will a **Shop Steward** request time off to investigate a grievance until after the “pull” is completed.

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**.

20.03 The **Company** shall not discriminate against any member of the bargaining unit for exercising their rights under the terms of the Collective Agreement.

20.04 Shop Stewards shall be allowed to wear Shop Steward's identification while on duty in the form of a sew-on patch.

ARTICLE 21 **LEAVES OF ABSENCE**

21.01 **Union Leave of Absence**

Employees, not to exceed one (1), 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 **(1)** of its chartered bodies shall, upon two (2) 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 his or her seniority and his or her 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. Notwithstanding the above, the Company reserves the right to deny a request for a Union leave of absence for an employee in the Facility Maintenance classification.

A casual employee utilized to replace an employee granted a **Union** leave of absence, shall not be considered in the calculation of the forty (40%) percent casual employee limit as stipulated in **sub-article** 3.03 of this Agreement.

21.02 **Union Convention/Conference/Education Leave**

A leave of absence without pay for the purpose of attending Union conventions/conferences and/or education seminars may be granted to bargaining unit employees by the **Company** upon receiving a written request from the Union. Time off shall not be granted to more than two (2) employees at any one (1) time unless otherwise mutually agreed to between the **Company** and the Union. The Union shall give the **Company** written notice not less than four (4) weeks before the requested leave is to commence. A request for an extension of any such leave of absence must be made prior to the expiration of the leave already granted and shall not be unreasonably denied by the **Company**. The Shop Steward shall be guaranteed **four (4)** days leave under this article each calendar year.

21.03 **Negotiation Leave**

The **Company** shall allow one (1) employee time off for the purpose of attending negotiations for the renewal of the Collective Agreement. The **Company** agrees to pay the employee's wages and benefits while on negotiation leave and such costs will be reimbursed to the **Company** by the Union.

21.04 **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 five (5) days or forty (40) hours without pay per calendar year. 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. Employees must provide at least **forty-eight (48)** hours' notice for medical, dental and other scheduled appointments.

21.05 **Jury Duty Leave**

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

21.06 **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.

21.07 **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) 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 if the employee normally works an eight (8) hour shift for that period or to a maximum of ten (10) hours per day for an employee normally working a ten (10) hour shift for that period. The last day of the bereavement leave shall be the day following the funeral.
- (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, stepparent, stepchild, stepsibling, niece or nephew, the Company will grant such employee one (1) days 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 if an employee normally works an eight (8) hour shift for that period or to a maximum of ten (10) hours per day for an employee who works a ten (10) hour shift for that period to cover the actual time lost on the day of the funeral in order to attend the funeral. In accordance with the Employment Standards Code, an employee may utilize up to an additional two (2) days of unpaid leave.

- (d) The Company agrees to provide one (1) day of leave without pay for pallbearers and those delivering a eulogy on the day of the funeral only. In accordance with the Employment Standards Code, an employee may utilize up to an additional two (2) days of unpaid leave.
- (e) Employees must notify their immediate supervisor prior to taking any time off for bereavement.
- (f) When an employee attends the funeral of a relative, where the funeral is two hundred (200) kilometres or more from the City of Winnipeg, the employee will be entitled to one (1) extra day without pay for travel time.
- (g) Employees will also be entitled to extra days off without pay during a bereavement leave. The Company agrees to grant said additional days off without pay if requested by the employee.

21.08

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 prior to the expected date of delivery, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks with the support of medical documentation.

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

Parental Leave

(1) Entitlements

Every employee

(a) who,

- (i) in the case of a female employee, becomes the natural mother of a child,
- (ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
- (iii) adopts a child under the law of a province; and
- (iv) has been employed by the **Company** for seven (7) 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 thirty-seven (37) weeks.

(2) **Commencement of Leave**

Parental leave must commence no later than the first (1st) anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee will decide when his or her parental leave is to commence.

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

When an application for parental leave under **sub-article** 21.09 1(a) above is not made in accordance with **sub-article** 21.09 1(b), the employee is nonetheless entitled to, and upon application to the **Company** shall be granted, parental leave under this **sub-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 **sub-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 **sub-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.

21.10 **Paternity Leave**

Each male employee shall be granted a leave of absence without pay of up to four (4) days to be taken at or around the time of the birth of the child. This can be used in conjunction with Family Responsibility Leave as outlined in **sub-article** 21.04. However, this clause cannot be used to augment **sub-article** 21.04.

21.11 **Compassionate Care Leave**

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

21.12 **Personal Leave**

Subject to operational requirements, any employee with one (1) year or more of service with the Company may request a leave of absence, without pay, of up to six (6) weeks. The request shall be made in writing, giving full details, and same shall be considered by the Company on an individual basis.

21.13 **Leave Authorization**

The employee's request and the Company's decision concerning any requested leave of absence referred to in this **Article** shall be made in writing. The Company's response to such a request, or to a request for vacation days or additional days off, shall be given to the employee within two (2) working days following the day the Company receives the request.

ARTICLE 22 SENIORITY

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

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

22.03 An employee shall cease to have seniority rights and his or her employment status with the **Company** shall be terminated for all purposes if the employee:

- (a) is duly discharged by the **Company** and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of fifty-two (52) weeks or is called back to work after a layoff and does not return to work within fourteen (14) calendar days of receiving a registered letter sent to **their** last known address;
- (d) is absent from work without an approved leave of absence for more than three (3) consecutive working days unless a satisfactory reason is given by the employee;
- (e) fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee.

22.04 Seniority shall be the governing factor when relieving another employee in a higher paying classification and recall after layoff, providing the more senior employee has the qualifications to be able to perform the normal functions of the job.

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

22.05 The **Company** shall fill new positions or vacancies with current employees who submit applications. On condition the employee possesses the required qualifications, the most senior applicant will be awarded the position and will have a minimum of fourteen (14) calendar days and a maximum of twenty-eight (28) calendar days as a familiarization period in order to demonstrate they are able to perform the work. Should there be no satisfactorily qualified and able applicants for a posted vacancy, the **Company** shall have the right to hire from outside.

For the purposes of this **Article**, seniority ranking between employees hired on the same date will be determined by from their date of application. If

the date of application is the same, seniority ranking will be determined by using birth date, defined as the month and day from the beginning of the year. If the birth date is the same, seniority ranking will be determined by the last name of the employees listed alphabetically from A to Z.

During the employee's twenty-eight (28) calendar day 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 the job in question.

22.06 Employees from within the bargaining unit who accept a position with the **Company** which places them outside of the bargaining unit shall continue to accumulate seniority for a period of three (3) calendar months. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the three (3) month period if they so choose. Employees who remain outside of the bargaining unit beyond the three (3) month time limit shall keep the seniority they had immediately prior to leaving the bargaining unit in the event they eventually return to the bargaining unit but shall not in such cases accumulate any seniority for the time period that they were outside of the bargaining unit beyond the three (3) month limitation.

22.07 No new employees shall be hired by the **Company** so long as there are employees who are on layoff status who are qualified, able and willing to perform the work required.

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

22.09 The Company shall provide the Union in January and July of each calendar year with an up-to-date list with employees' names, Social Insurance Numbers, classifications, departments, status and rates of pay of all bargaining unit employees covered under the terms of the Collective Agreement

ARTICLE 23 JOB POSTINGS

23.01 **Postings**

- (a) When a vacancy occurs in the Hatchery and there is a requirement to fill such vacancy to meet business needs, the Company will post the vacancy for three (3) working days. The vacancy will be posted on the bulletin board. All employees interested in the vacancy, must sign the posting within the three (3) working day posting period. The successful candidate will be selected within two (2) working days of the posting being taken down. The Company will provide the name of the successful applicant to the Shop Steward.

- (b) Vacancies of less than twenty (20) working days caused by absence due to illness, accident, vacation or leaves of absence, need not be posted.
- (c) Employees who are away from work for twenty (20) working days or more shall be bypassed when granting the bid position.

Temporary vacancies of twenty (20) working days or more shall be filled in accordance with **sub-article** 23.01 (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.

23.02 On condition the employee possesses the required qualifications the most senior applicant will be awarded the vacancy and will have a minimum of fourteen (14) calendar days and a maximum of twenty eight (28) calendar days as a familiarization period in order to demonstrate they are able to perform the work. Should there be no satisfactorily qualified and able applicants for a posted vacancy, the Company shall have the right to hire from outside the Company.

23.03 An employee who bids for and is awarded a vacancy from one **(1)** position to a different position 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 the next full pay period after the employee is transferred to the awarded classification.

ARTICLE 24 TECHNOLOGICAL CHANGE

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

24.02 In the event of a technological change occurring during the term of this Agreement which shall displace or adversely affect any of the employees in the bargaining unit, the **Company** shall advise the Union at least ninety (90) calendar days before the introduction of the technological change, and provide the Union with a detailed description of the technological change that it intends to implement, disclosing all foreseeable effects and repercussions on the employees. The **Company** and the Union shall meet as soon as possible and not later than ninety (90) calendar days prior to the intended date of the implementation of the technological change for the purpose of negotiating reasonable provisions to protect the interests of the employees affected. Reasonable provisions shall include but not be limited to job retraining. If the Union and the **Company** fail to agree upon such provisions the matter may be referred by either party to arbitration for the purpose of determining such provisions and the technological change shall not be introduced by the **Company** until such determination is made and only in accordance therewith.

24.03 Notwithstanding the provisions contained in **sub-article** 23.02 above, any employee who is to be displaced or adversely affected by a technological change shall be given a six (6) month training period after the date of the introduction of said technological change in order to obtain proficiency in any new job that has become available as a result of the technological change to the level of being able to perform the normal functions of the job. All opportunity for retraining pursuant to this **Article** shall be provided by the **Company** during the normal working hours and employees during the period of retraining shall be paid at their normal hourly rate of pay.

24.04 Notwithstanding the provisions contained in **sub-article** 23.02 above, any employee who is displaced by a technological change or, if after completing the six (6) month training period referred to in **sub-article** 23.03 above, fails to obtain proficiency in **their** new duties to the level of being able to perform the normal functions of the job, shall be required at that time to indicate in writing **their** choice of one (1) of the three (3) following options:

- (a) the employee may elect to exercise **their** seniority to bump into a classification that **they are** capable of performing;
- (b) the employee may elect to go on layoff status; or
- (c) the employee may elect to voluntarily sever **their** employment completely with the **Company**.

24.05 This **Article** is intended to assist employees affected by any technological change and accordingly the Sections of the *Manitoba Labour Relations Act* with respect to technological change do not apply during the term of the Collective Agreement between the **Company** and the Union.

ARTICLE 25 SAFETY AND HEALTH

25.01 The Company agrees to establish a joint Safety and Health Committee which shall meet quarterly during regular working hours and more often if required. The committee shall be comprised of one (1) member chosen by the Union and one (1) management person. A full-time Union Representative may also attend as a guest at these meetings from time to time. The chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees. **The Company will post minutes of Safety and Health Committee meetings on a bulletin board and email a copy of such minutes to the Union Office within fourteen (14) calendar days of completion of the meeting.**

25.02 All employees of the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with **sub-article** 25.01 above.

25.03 The **Company** shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the joint Safety and Health Committee to attend Union approved safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the **Company** and the Union. The **Company** shall not be required to pay lost wages in excess of two (2) normal working days per committee member from the bargaining unit, per calendar year. Time off for employees under this provision shall be limited to a maximum of two (2) days per year in even numbered years and three (3) days per year in odd numbered years.

25.04 First aid equipment and eye wash bottles shall be provided for and maintained at various locations on the **Company's** premises and shall be available for employees to use when they are at work.

25.05 The **Company** shall pay the tuition costs of any employee who completes a first aid course that has been approved by the **Company**.

25.06 The **Company** shall ensure that at all times there is a clean and tidy lunchroom as currently exists as well as clean and tidy washrooms available to the employees.

25.07 The **Company** shall provide each employee in the bargaining unit with a full size locker as currently exists so as to enable said employees to securely store their own personal property while at work.

25.08 The **Company** shall ensure that lunchroom amenities include a coffee maker, microwave oven, fridge, stove, and sink for employees to use during their meal and/or rest periods as currently exists.

ARTICLE 26 WAGE REFERRAL/NEW CLASSIFICATIONS/PAY DAYS

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

26.02 Hourly rates of pay for any new classification, or any existing classification that has been altered, that may be established by the **Company** and which come within the scope of this Agreement shall be the subject of negotiations, and the **Company** shall have the right to temporarily establish an hourly rate to be paid until the regular hourly rate of pay for this new classification has been agreed upon. If the **Company** and the Union cannot reach an Agreement, then at the request of either party, the matter shall be submitted to the mediation procedure contained in this Agreement. If the **Company** and the Union still cannot reach an Agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The **Company** and the Union mutually agree that an Arbitrator appointed in

accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the **Company** and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned. Should the Arbitrator's decision award a rate of pay for a classification higher than that which the **Company** established, the rate of pay for all employees in that classification will be adjusted retroactively to the date the **Company** originally established the rate.

26.03 Employees shall be paid prior to noon of every second (2nd) Friday by direct deposit to the financial institution of the employee's choice. Each employee's pay shall be accompanied by an itemized statement of wages covering the two (2) weeks ending the previous Saturday.

26.04 The Company shall correct any payroll shortages on an employee's pay totalling 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.

ARTICLE 27 COURT'S DECISION

27.01 In the event that any articles or portions of this Agreement are determined to be improper or invalid by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

ARTICLE 28 DISCIPLINE/DISCHARGE

28.01 A Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit chosen by the employee being disciplined, shall be present when a member of the bargaining unit is being disciplined or is being discharged.

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

28.03 The affected employee, the Shop Steward who is involved, and the Union, shall be given a copy of any disciplinary notice which is to be entered on an employee's personnel file and shall be given a copy of any discharge notice that is given to an employee. In all cases of discipline or discharge the Company shall notify the affected employee, the Shop Steward who is involved, and the Union, in writing, of the exact reasons for taking such action. Any such notice of discipline and/or discharge shall be given to the affected employee and the Shop Steward who is involved, immediately, and a copy of said discipline and/or discharge notice shall be faxed **or emailed** to the Union office within twenty-four (24) hours of the event.

28.04 The **Company** shall provide the employee with any warning or adverse report. Any reply by the employee shall become part of his record. The record of

any adverse report or disciplinary action involving a written warning, shall be removed from the employee's personnel file, and shall neither be referred to nor used against an employee at any time after twelve (12) 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 shall be removed from the employee's personnel file, and shall neither be referred to nor used against an employee at any time after twenty-four (24) calendar months following such suspension, except in the case of a similar reoccurrence within twenty-four (24) months of the event.

28.05 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.

ARTICLE 29 ADJUSTMENT OF GRIEVANCES

29.01 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**.

29.02 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.

29.03 The term "days" whenever used in this Article shall mean working days.

29.04 All grievances must be submitted in writing.

29.05 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 1 An employee with **their** Shop Steward shall, within ten (10) days immediately following the event or circumstance giving rise to the grievance, submit a written concern outlining the specific issue and the proposed redress to **their** immediate Supervisor and/or Production Manager. The full-time Union Representative may accompany new Shop Stewards for the purpose of training. The

Supervisor or Production Manager shall give **their** written decision to the Shop Steward and the employee within five (5) days immediately following the day on which the concern was first (**1st**) presented to the Supervisor and/or Production Manager. Should the Supervisor and/or Production Manager fail to reply, or should the reply be unsatisfactory, the matter may be referred to Step 2 of the grievance procedure as outlined below.

STEP 2 Within ten (10) days of the decision being made at Step 1, a written grievance may be submitted by the Union to the Director, Live Operations and Member Relations or designate. 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 Director, Live Operations and Member Relations or designate shall within five (5) days after receipt of the written grievance, call a meeting of the affected parties in an effort to resolve the grievance. The Director, Live Operations and Member Relations or designate shall within five (5) days after such meeting respond to the grievance in writing to the employee and the Shop Steward.

STEP 3 If a satisfactory settlement cannot be reached at Step 2, then upon request of either party, within ten (10) days of receiving the Step 2 written decision by the Director, Live Operations & Member Relations, 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 this Step in the grievance process.

STEP 4 If a satisfactory settlement cannot be reached at Step 3, then upon request of either party, within ten (10) days of attempting resolution by mediation, the matter may be referred to arbitration in accordance with Article 30.

29.06 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.

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

ARTICLE 30 ARBITRATION

30.01 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/Step 3 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:

William D. Hamilton

Michael Werrier

Blair Graham

Gavin Wood

30.02 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.

30.03 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.

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

30.05 In any arbitration, the written representation of the aggrieved employee at Step 2/Step 3 of the grievance procedure (or, in the case of a policy grievance, the written representations of the Union or the **Company** at Step 2/Step 3) and the decision of the General Manager or **their** designate (or, in the case of a policy grievance, the decision of the Union) at Step 2/Step 3 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.

30.06 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.

30.07 The findings and decision of the **Arbitrator** on all arbitrable questions shall be final and binding upon all parties concerned.

30.08 The **Company** and the Union shall each pay one-half ($\frac{1}{2}$) of the fees and expenses of the arbitrator.

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

30.10 The time limits set out in the grievance procedure (Article 29) and the arbitration provisions (Article 30) are mandatory and may only be extended by mutual agreement in writing between the **Company** and the Union.

30.11 In the interest of settling a grievance prior to an arbitration hearing either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. 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.

30.12 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 **(1)** 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 **(1)** of the **four (4)** individuals listed in **sub-article** 30.01 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 Manitoba 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 31 BULLETIN BOARD

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

ARTICLE 32 HEALTH AND WELFARE BENEFITS REFERRAL

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

ARTICLE 33 WORKERS COMPENSATION BENEFITS

33.01 Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the **Company** for the hours **they** would otherwise have been scheduled to work on the day of the injury and/or illness, but was unable to work because of the injury and/or illness.

ARTICLE 34 HARASSMENT /ABUSE POLICY

34.01 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 Granny's Poultry Co-operative Hatchery are entitled to enjoy a harassment-free workplace and a positive work environment.

Granny's Poultry Co-operative **Hatchery** 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.

Granny's Poultry Co-operative **Hatchery** 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 Granny's Poultry Co-operative **Hatchery** 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.

34.02 APPLICATION

This policy applies to, and is for the benefit of, all individuals who work at Granny's Poultry Co-operative Hatchery.

The complaint process as defined in this policy applies to all individuals who work at Granny's Poultry Co-operative Hatchery.

34.03 DEFINITIONS

Positive Work Environment - the work environment consists of the shared, physical and social surroundings where work and rest activities take place at Granny's Poultry Co-operative **Hatchery**. 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 includes the favouring of one individual to the disadvantage of another.

As a guideline, harassment may include, but is not limited to, one **(1)** 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

34.04 **RESPONSIBILITY AND AUTHORITY**

The management of Granny's Poultry Co-operative **Hatchery** 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 Leadership and Organizational Development Department, the Employee Assistance Counsellor, or another person in authority. A Union member may contact their Union Representative or Shop Steward for further advice.

34.05 **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 Leadership and Organizational Development Department who will:
 - (i) render a decision as soon as possible and advise the parties of the action to be taken, if any; and
 - (ii) ensure that all information concerning the incident is kept confidential.

34.06

FILING A COMPLAINT

- (1) The complaint must be filed within one **(1)** 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 Leadership and Organizational Development 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 office of the Leadership and Organizational Development Department then the employee should submit a written complaint to the Chief Executive Officer, 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 Leadership and Organizational Development 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 Leadership and Organizational Development Department.

- (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 Chief Executive Officer 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.

34.07

INVESTIGATION REPORT

- (1) On completion of the investigation, the Investigators will prepare a written report and submit it to the Chief Executive Officer. 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:
 - (i) order the respondent (i.e. the harasser) to cease and desist the offensive behaviour;
 - (ii) 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

34.08

INQUIRIES

Inquiries on the interpretation of the policy should be directed to the Leadership and Organizational Development Department or to the Union Representative.

ARTICLE 35 RESPECT AND DIGNITY IN THE WORKPLACE

35.01 The **Company** and the Union agree that the Hatchery should be free of harassment, and agree to co-operate with each other in preventing and eliminating harassment.

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

ARTICLE 36 EDUCATION AND TRAINING TRUST FUND

36.01 The **Company** shall contribute two (2¢) cents per hour for each hour worked by employees in the bargaining unit into the Union's Education and Training Trust Fund.

36.02 Such contributions shall be forwarded to the Union's Trust Fund within twenty-one (21) days following the end of the **Company's** four (4) or five (5) week accounting period 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 by the **Company** on behalf of each such employee.

36.03 It is agreed by the parties that the **Union** will apply those funds to the development of their members at the hatchery.

ARTICLE 37 UNIFORMS /PROTECTIVE CLOTHING /EQUIPMENT

37.01 The **Company** shall supply each employee who requires same with an appropriate number of uniforms, jackets and boots to wear during working hours. The **Company** shall replace all uniforms and equipment on an ongoing basis as the need arises and shall be responsible for all costs involved in the supplying, laundering and repairing of same.

37.02 The **Company** shall supply each employee with all the necessary protective clothing and/or equipment that is required by the employee during working hours. The **Company** shall replace these items on an ongoing basis as the need arises and shall be responsible for all costs involved in the supplying, laundering and repairing of same.

37.03 The **Company** will supply all tools required by an employee to perform the functions of their job. Under no circumstances will the **Company** require an employee to purchase their own tools for use at work.

37.04 Protective devices and equipment provided by the Company will be in good condition and in the proper size. In the situation where the employee is fitted for footwear, the Company will determine the options available for selection.

ARTICLE 38 JOB TRAINING

38.01 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**.

38.02 Employees hired after October 3, 2016, and who have successfully completed Class 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.

ARTICLE 39 TRANSPORTATION COSTS

39.01 No employee shall be required to use their own vehicle when performing work for the **Company** unless they voluntarily agree to do so. Employees who voluntarily agree to use their own vehicle shall receive a vehicle allowance for each kilometre that the employee's vehicle was used for such purpose. The rate for each kilometre shall be set by the **Company's** finance department and Hatchery employees shall be paid the same amount as any other employee of Granny's Poultry.

39.02 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.

39.03 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 40 POLICIES, RULES AND REGULATIONS

40.01 All policies, rules and regulation of the Hatchery that affect or pertain to **employees** of the bargaining unit shall be provided in a binder by the Company in a prominent place accessible to all bargaining unit employees.

Bargaining unit **employees** shall be provided with a copy of any document pertaining to policies, rules and regulations of the Company that they are required to sign.

ARTICLE 41 DRIVERS

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

ARTICLE 42 FINAL OFFER SELECTION

42.01 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 the terms of said Collective Agreement and 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.

42.02 The Company and the Union agree to enter into and proceed through negotiations and further agree that each shall make every reasonable effort to reach agreement on the provisions for the renewal of the existing Collective Agreement.

42.03 Should the Company and the Union reach an impasse in negotiations for the renewal of the above-mentioned Agreement, they mutually agree to extend said Agreement in its entirety and to forego the right to strike or lock out. All outstanding matters shall then be submitted to final offer selection as hereinafter 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.
- (b) The Selector shall be selected by mutual agreement between the Company and the Union if at all possible. If no agreement is reached on the person who shall act as Selector, either party may then request the *Manitoba Labour Board* to make the appointment.
- (c) The Selector shall receive a written statement or brief from the Company and the Union outlining each of their respective positions on the outstanding proposals within fourteen (14) days of their appointment, and shall select either the Company or the Union position as outlined by them as the basis for settlement.
- (d) The Company and the Union may mutually agree that their best interests would be served by having the Selector convene a meeting rather than receiving the positions of parties in writing. Failing such mutual agreement, the Company and the Union shall submit their final positions on all outstanding proposals by registered mail, to the Selector, within the fourteen (14) days specified above, or they shall waive all rights under this provision, and the Selector is instructed to proceed with the written statements or briefs which are properly filed within the time limits specified above.
- (e) The Selector shall render a decision within twenty-eight (28) days of their appointment and said decision shall be final and binding on all parties to this Agreement.
- (f) The Company and the Union shall pay the cost of their witnesses if required. The Company and the Union shall equally share the cost of the Selector.

42.04 This procedure shall terminate effective with the renewal of any Collective Agreement reached as a result of its use. It may be further renewed only by mutual agreement between the Company and the Union.

ARTICLE 43 EXPIRATION AND RENEWAL

43.01 This Agreement shall remain in full force and effect from October 4, **2016** until October **3, 2021**.

43.02 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 **43** during any renewal year. During the period of negotiations for a revised or new **A**greement, this Agreement shall remain in full force and effect subject to the provisions of the *Manitoba Labour Relations Act*.

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

SIGNED THIS DAY OF , 2016.

FOR THE UNION:

FOR THE COMPANY:

APPENDIX "A"

WAGES AND CLASSIFICATIONS

Classification	Service Time	Rate Current	Effective October 4 2016	Effective October 4 2017	Effective October 4 2018	Effective October 4 2019	Effective October 4 2020
			2%	2%	2.25%	2.25%	2.5%
Hatchery Worker	Start	\$12.19	\$12.44	\$12.69	\$12.97	\$13.26	\$13.60
	After 90 Days	\$14.62	\$14.91	\$15.21	\$15.55	\$15.90	\$16.30
	After 12 months	\$17.83	\$18.18	\$18.55	\$18.97	\$19.39	\$19.88
Egg Storage Worker	Start	\$12.19	\$12.44	\$12.69	\$12.97	\$13.26	\$13.60
	After 90 Days	\$14.62	\$14.91	\$15.21	\$15.55	\$15.90	\$16.30
	After 12 months	\$18.43	\$18.79	\$19.17	\$19.60	\$20.04	\$20.54
Class 5 Truck Driver	Start	\$13.00	\$13.26	\$13.52	\$13.83	\$14.14	\$14.49
	After 90 Days	\$15.67	\$15.99	\$16.31	\$16.67	\$17.05	\$17.48
	After 12 months	\$19.59	\$19.98	\$20.38	\$20.84	\$21.31	\$21.84
Class 3 Truck Driver	Start	\$13.00	\$13.26	\$13.52	\$13.83	\$14.14	\$14.49
	After 90 Days	\$15.90	\$16.22	\$16.55	\$16.92	\$17.30	\$17.73
	After 12 months	\$19.88	\$20.28	\$20.69	\$21.15	\$21.63	\$22.17
Lead Hand	Start	\$15.52	\$15.83	\$16.15	\$16.51	\$16.88	\$17.31
	After 90 Days	\$18.20	\$18.56	\$18.93	\$19.36	\$19.79	\$20.29
	After 12 months	\$20.22	\$20.63	\$21.04	\$21.51	\$22.00	\$22.55
Maintenance Helper	Start	\$18.97	\$19.35	\$19.74	\$20.18	\$20.64	\$21.15
	After 90 Days	\$19.16	\$19.55	\$19.94	\$20.39	\$20.84	\$21.37
	After 12 months	\$19.36	\$19.74	\$20.14	\$20.59	\$21.05	\$21.58
Facility Maintenance	Start	\$28.81	\$29.39	\$29.98	\$30.65	\$31.34	\$32.13
	After 90 Days	\$29.71	\$30.30	\$30.91	\$31.60	\$32.31	\$33.12
	After 12 months	\$30.59	\$31.20	\$31.82	\$32.54	\$33.27	\$34.10
Maintenance Technician	Start		\$24.46	\$24.95	\$25.51	\$26.09	\$26.74
	After 90 Days		\$25.22	\$25.72	\$26.30	\$26.90	\$27.57
	After 12 months		\$26.00	\$26.52	\$27.12	\$27.73	\$28.42

APPENDIX "B"

HEALTH AND WELFARE BENEFITS

PREAMBLE

The **Company** shall continue to provide all of the benefits currently provided for employees under the existing conditions/qualifications as briefly described below in Appendix B-1 through B-11 inclusive. Employees shall qualify for these benefits following a one hundred twenty (120) day waiting period from their date of hire. 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:

Eighty-five (85%) percent Company paid **fifteen (15%) percent** employee paid.

B-1 Group Life Insurance

One (1x) annual earnings plus ten thousand (\$10,000) dollars to a maximum of **one hundred and ten thousand (\$110,000) dollars**

B-2 Dependent Life Insurance

Ten thousand (\$10,000) dollars - spouse
Five thousand (\$ 5,000) dollars - child

B-3 Critical Conditions

Employee – **Fifty thousand (\$50,000) dollars**
Spouse – **Ten thousand (\$10,000) dollars**
Children – **Five thousand (\$5,000) dollars** each

Benefit payable after thirty (30) day waiting period

B-4 Weekly Indemnity Benefits

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

B-5 Long Term Disability

Sixty (60%) percent of earnings up to a maximum of **four thousand, five hundred (\$4,500) dollars** per month. Benefits commence on the **one hundred and sixth (106th)** day in the event of accident or sickness.

B-6 Ambulance/Hospital Semi-Private Benefits

No deductible – **one hundred (100%) percent** reimbursement

B-7 Extended Health Care Benefits

No deductible - reimbursement to subscriber **eighty (80%) percent** of eligible charges. No overall benefit maximum.

B-8 Vision Care Benefit

One hundred (100%) percent reimbursement - maximum benefit of **two hundred (\$200)** dollars of eligible expenses every **twenty-four (24)** months.

B-9 Unlimited Group Travel

No deductible - **one hundred (100%) percent** reimbursement on eligible expenses.

B-10 Dental Plan

Ninety (90%) percent coverage for basic dental services
Seventy-five (75%) percent coverage for major dental services
Fifty (50%) percent 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 plan 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** and **three (3%) percent** paid by the employee

All employees who wish to enrol shall be entitled to enrol in the above noted plan. Should the employee opt to contribute a greater percentage than **three (3%) percent**, the **Company** will arrange for payroll deductions for this purpose.

LETTER OF UNDERSTANDING

BETWEEN

GRANNY'S POULTRY CO-OPERATIVE (MANITOBA) LTD., HATCHERY OPERATIONS in the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "**Company**",

AND

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

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.

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

SIGNED THIS DAY OF , 2016.

FOR THE UNION:

FOR THE COMPANY:

EXHIBIT ONE

TO: THE NEW OR REHIRED EMPLOYEE:

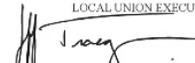
You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the Union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between **United Food and Commercial Workers Union, Local No. 832, and Granny's Poultry Co-operative (Manitoba) Ltd. Hatchery Operations** contain the following statements:

The **Company** shall retain in its employ within the bargaining unit as outlined in Article 2 of this Agreement, only members of the Union in good standing. The **Company** shall be free to hire 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 and become members within thirty (30) calendar days. The term "hired" shall not apply to employees who are on layoff.

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

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 the Agreement** and it will deduct from the wages of each employee joining the Union, the initiation fee due from the employee to the Union on the first (1st) pay day of the following calendar month and shall remit **via direct deposit** same to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the calendar month following the month in which the deduction was made.

Please complete the Membership Application (sample below) immediately and return it to the Company so they can forward it to the UFCW, Local No.832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.

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

X _____