

**A.E. MCKENZIE CO. ULC.
(PRODUCTION & OFFICE UNIT)**

FROM: April 8, 2023

TO: April 7, 2027

President's Message



Dear Member,

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Traeger', with a long horizontal flourish extending to the right.

Jeff Traeger,
President UFCW Local 832



**A.E. MCKENZIE CO. ULC.
(PRODUCTION & OFFICE UNIT)**

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EXPIRY DATE: APRIL 7, 2027

AGREEMENT BETWEEN:

A.E. MCKENZIE CO. ULC., a body corporate carrying on business in the City of Brandon, 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".

(Production & Office Unit)

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

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

ARTICLE 1 NATURE OF THE BARGAINING UNIT

The Company recognizes the Union as the sole agency for the purpose of collective bargaining for all employees employed by the Company at all its locations in the city of Brandon, save and except one (1) President and Chief Executive Officer, one (1) Vice President - General Manager, one (1) Plant Manager, one (1) Assistant Plant Manager/Master Scheduler, one (1) Senior Administrative Assistant – Operations, and all office employees.

1.02 The Company shall provide the Union in January and July of each calendar year, and whenever changes are made, with a list containing the names and positions of all employees who are excluded from the bargaining unit.

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

1.04 **Bargaining Unit Work**

The Company agrees that any employees excluded from the bargaining unit shall not perform any work that can be performed by members of the bargaining unit, unless no one is available, willing, able and capable of performing the normal functions of the job requirement. Management shall make every reasonable attempt to contact employees in the bargaining unit. If they fail, they shall immediately inform the Shop Steward, who shall also attempt same. If this fails, then management may assign an employee excluded from the bargaining unit. The exceptions to this Article 1.04, in regard to taking of inventory, shall be as outlined in Article 40 Taking of Inventory, of this Agreement.

1.05 **Sale of Operations/Merger of Business**

If the Company merges or sells the business they shall inform the other persons or company merging with the business or buying the business that there is an existing Collective Agreement in effect and that as a condition of any such merger or sale that the other person or company merging with the business or buying the business shall assume all responsibilities and obligations accruing by virtue of the Collective Agreement.

1.06 **Hiring Policy**

It is the intention of the Company to create meaningful jobs to as many employees as financially possible the year round.

It is not the intention of the Company to deliberately, and in bad faith, schedule employees with the end result of shortening their seasonal work. It is understood that any increase in the number of permanent employees will effectively reduce seasonal hours.

The Company agrees that it will not hire any new employees during the duration of this Agreement until all employees on the seniority list have been given an opportunity to work as long as work is available in order of seniority.

The Company will not deliberately hire any new employees with the end result of shortening or reducing the seasonal length of time that employees are normally working.

ARTICLE 2 **DEFINITIONS**

2.01 **Probationary Employees**

Those employees who have been employed by the Company for less than sixty (60) days in which work was performed.

2.02 **Temporary Employees**

Those employees who are employed by the Company on a temporary basis to work not less than thirty-nine (39) hours per week during their time of employment. Subject to the terms and conditions contained in the Collective Agreement, temporary employees are subject to layoff from time to time as the workload demands.

2.03 **Permanent Employees**

Those employees who are employed by the Company to work not less than thirty-nine (39) hours per week on a year-round basis. The Company agrees that during the term of this Agreement a minimum of twenty (20) bargaining unit employees will be employed on a permanent basis. The total number of permanent employees will be reduced to twenty (20) employees through attrition.

When a permanent employee receives Long Term Disability benefits for a period greater than one (1) year, the level of permanent employees will be considered to be reduced by one (1) and the position shall then be filled on a permanent basis. Any person who is promoted to permanent status under such circumstances will be required to revert back to temporary status when the person who is receiving Long Term Disability benefits returns to work.

2.04 **Casual Employees**

Those employees who are employed by the Company for less than a full season and on a short term as/when needed basis. These employees shall be bargaining unit members and shall only be used when all current permanent and seasonal employees are re-called from lay-off. Except as outlined in Article 2.03, the Company is required to maintain all existing permanent and seasonal positions for the term of this agreement. Except as specifically outlined in the Collective Agreement, the terms and conditions contained herein shall apply to casual employees. Casual employees may only be used to a maximum of six thousand (6,000) hours per year, a year being July 1 to June 30.

2.05 **Masculine or Feminine Gender**

When the masculine is used it shall also mean the feminine gender wherever applicable and vice versa.

2.06 **Plural and Singular**

When the plural is used it shall also mean the singular, wherever applicable and vice versa.

2.07 **Plant Help "A"**

Job responsibilities are of heavy labouring duties in nature. Examples are: warehousing, loading and off-loading bulk seed, displays and raw materials.

2.08 **Plant Help "B"**

Job responsibilities are of light labouring duties in nature. Examples are: sorting and ripping, display picking and assembly, order picking.

2.09 **Spouse**

A person of the same or opposite sex who is married to the employee or who has cohabited with the employee in a conjugal relationship and has so cohabited throughout the immediately preceding twelve (12) continuous months.

ARTICLE 3 UNION SECURITY

3.01 The Company agrees to retain in its employ within the bargaining unit, as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Company shall be free to hire or rehire 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 the date of hire or rehire and become members within thirty (30) calendar days.

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

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

3.04 The Company agrees to provide the Union once a month with a list containing the names and Social Insurance Numbers of all employees who have terminated their employment during the previous month.

ARTICLE 4 DEDUCTION OF UNION DUES

4.01 The Company recognizes the right of the Union to levy Union fees, dues and assessments in accordance with the Constitution and By-laws of the Union.

4.02 The Company agrees to deduct from the wages of all employees in the bargaining unit such Union dues and initiation fees as are authorized by the Union. The Company further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first paycheques. Monies deducted during any month shall be forwarded by the Company to the **Accounting Department** of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) week accounting period and accompanied by a four (4) week or monthly written statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The written statement shall be by alphabetical order when possible.

4.03 Each year the Company will calculate the amount of Union dues deducted from the employees' pay and shall indicate same on the T-4 slip of each employee no later than February 28th.

ARTICLE 5 HOURS OF WORK PRODUCTION STAFF

5.01 The work week of employees shall be four (4) eight (8) hour days and one (1) seven (7) hour day, as scheduled by the Company, from Monday to Friday, except that the seven (7) hour short day shall be worked by all employees on Friday of each week.

The work week of office employees shall be five (5) seven and one-half (7½) hour days as scheduled by the Company, from Monday to Friday, inclusive.

5.02 In a week in which one (1) general holiday occurs, the normal work week for employees, as defined above, shall be reduced by eight (8) hours for the said holiday, except as indicated below.

For office employees in a week in which one (1) general holiday occurs, the normal work week for employees, as defined above, shall be reduced by seven and one-half (7½) hours for the said holiday.

In the event that two (2) general holidays occur in the same week, the normal work week for employees, as defined above, shall be reduced by sixteen (16) hours, except as indicated below.

In the event that two (2) general holidays occur in the same week, the normal work week for office employees, as defined above, shall be reduced by fifteen (15) hours.

If there is a general holiday which falls on a Friday, the work week shall be reduced by seven (7) hours. If a general holiday falls on any other day the work week is reduced by eight (8) hours.

5.03 **Work Schedules**

The Company shall post weekly work schedules, indicating starting and quitting times for all employees, not later than Friday noon of each week, for the following week. Copies of the work schedule will be given to the Shop Stewards. If the new schedule is not posted by Friday noon, then the schedule already posted shall apply for the following week. The Company further agrees to give forty-eight (48) hours' notice when changing an employee's shift. Should the Company fail to give forty-eight (48) hours' notice of a shift change as indicated above, each affected employee shall receive one and one-half (1½) times their regular rate of pay on the first eight (8) hours worked on the new shift. Mutual agreement of employees to shift changes between each other shall not be deemed covered by this clause, (i.e. the Company will not pay a penalty for this type of a shift change).

Normal daily shifts for all office employees shall be worked between the hours of 8:00 a.m. and 4:00 p.m., except where the operational requirements of the company deem it necessary to be changed.

5.04 **No Split Shifts**

Employees will not be required to work split shifts. With the exception of the meal period, an employee's daily shift shall be comprised of consecutive hours of work.

5.05 **Time Clocks**

The Company shall provide systems to enable employees to record their time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods and rest periods that are taken off the Company's premises. Time data shall be made available to the Union for examination, upon request.

5.06 **Minimum Time Off Between Shifts**

All employees shall have a minimum of twelve (12) hours off between the end of one (1) daily shift and the start of the next daily shift.

5.07 **Emergency Pay**

In the event Environment Canada declares a major snowstorm or the closing of the roadway between an employee's home and the workplace, employees who report late for work, but in any event within the first two (2) hours of their shift shall receive pay for the full shift.

ARTICLE 6 **MEAL PERIODS/REST PERIODS**

6.01 **Meal Periods**

Each employee's daily shift shall include one (1) uninterrupted meal period of thirty (30) minutes without pay. Meal periods shall start not earlier than three (3) hours and shall be completed by not later than five (5) hours after commencement of the employee's shift.

6.02 **Rest Periods**

- (a) The Company agrees to grant uninterrupted rest periods, with pay, to all employees working a daily shift of seven (7) hours or more. One (1) rest period shall be granted before and one (1) rest period shall be granted after the meal period.
- (b) Rest periods for all employees shall not begin until one (1) hour after commencement of work, or less than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.
- (c) Two (2) twenty (20) minute rest periods with pay shall be granted to each employee in the bargaining unit during each daily work shift.
- (d) Employees shall be entitled to leave the Company's premises during their meal and/or rest periods.
- (e) It is understood that the periods of time for rest periods as indicated in this article commence when the employee leaves their work station and terminates upon his or her return to their work station. Said duration of time must not exceed the limits provided for above.

6.03 **Rest Periods/Overtime**

Employees who are required to work overtime at the completion of their daily shift shall receive an uninterrupted twenty (20) minute rest period with pay at the conclusion of the first one-half (½) hour of overtime worked providing the overtime is for two (2) hours or more, and shall receive an additional uninterrupted twenty (20) minute rest period with pay at the conclusion of each additional two (2) hours of overtime worked.

ARTICLE 7 **MINIMUM CALL-IN**

7.01 All employees (with the exception of the Maintenance Supervisor) will receive a minimum four (4) hour call-in.

7.02 In lieu of a minimum call-in, the maintenance supervisor will receive a premium of one dollar and thirty (\$1.30) cents per hour in addition to his or her regular hourly rate of pay for all hours worked.

7.03 A maintenance assistant who is called in to work when the maintenance supervisor is not present shall receive the maintenance supervisor's hourly rate of pay plus the one dollar and thirty (\$1.30) cents per hour premium for all hours worked.

ARTICLE 8 OVERTIME

8.01 Any employee covered by this Agreement shall be paid at the rate of time and one-half (1½) the employee's regular hourly rate of pay for the first four (4) hours of overtime worked, and double (2) time beyond the four (4) hours mentioned above, as follows:

- (1) in excess of eight (8) hours in any one (1) day;
- (2) in excess of thirty-nine (39) hours in any one (1) week, except where general holidays occur, the work week being reduced as above noted;
- (3) on Saturday, provided the employee is not regularly scheduled to work on that day.

8.02 Any employee who works overtime between 3:00 p.m. and 8:00 a.m. the following day shall receive one dollar and five (\$1.05) cents per hour for all overtime hours worked in addition to their overtime pay as indicated in 8.01 above. When receiving said one dollar and five (\$1.05) cents per hour employees shall not receive any evening or night shift premium for the said overtime hours.

8.03 Any employee covered by this Agreement shall be paid double (2) time the employee's regular hourly rate of pay for all time worked, as follows:

- (1) on general holidays, in addition to the regular hourly rate of pay they would have received had they not worked;
- (2) for all hours worked on Sundays.

8.04 The Company shall give two (2) hours' notice to work overtime. In the event that the Company fails to give the employees the required two (2) hours' notice, then the employees shall receive double (2) time their regular hourly rate of pay for all overtime hours worked.

Any employee who receives proper notice, as stated above, shall be paid not less than a minimum of two (2) hours' straight time pay at his or her regular hourly rate of pay in the event that the overtime is cancelled or amounts to less than two (2) hours at straight time pay.

8.05 All overtime shall be by mutual consent.

8.06 The most senior employee, on the shift that requires the overtime, who has the ability to immediately perform the overtime that is required to be worked shall be asked first and thereafter in decreasing order of seniority if they wish to work the overtime. However, if no senior employee wishes to work the overtime, a junior employee or junior employees who are capable of doing the work and who are required to perform the work, must then do the work, provided that in no event will any employee in the bargaining unit be required to work more than eight (8) hours of overtime per week. Employees willing to work in excess of eight (8) hours in any given week may do so if required. It is understood that senior employees may elect to work or decline to work overtime on a daily basis.

At the employee's option, overtime shall be compensated by paying the employee for all overtime worked, or by granting the equivalent paid time off in lieu of overtime payment, or a combination of the two. The overtime that is to be taken in lieu of payment must be accumulated in one (1) hour increments.

Where the employee has opted to take paid time off in lieu of overtime payment, such time off shall be taken at a time that is mutually agreeable to the employee and the Company. Employees who choose to take compensating time off in lieu of overtime pay shall accumulate one and one-half (1½) or two (2) hours of paid time off, as the case may be, for each hour of overtime worked. Accumulated banked overtime shall always be shown on the employee's pay stub.

The maximum amount of banked time off that can be accumulated at any one time shall not exceed seventy-eight (78) hours. Employees must take a minimum of three (3) hours of banked time off at any one time. Accumulated banked time off cannot be paid out to the employee except during layoffs, termination of employment, or at the discretion of the Company.

ARTICLE 9 PREMIUM PAYS

9.01 Evening Shift Premium

Any employee whose majority of working hours fall between 3:00 p.m. and 12:00 midnight shall receive an evening shift premium of ninety (90¢) cents per hour in addition to the employee's regular hourly rate of pay for all hours worked on said shift.

9.02 **Night Shift Premium**

Any employee whose majority of working hours fall between 11:00 p.m. and 8:00 a.m. the following morning shall receive a night shift premium of one dollar and ten cents (\$1.10) per hour in addition to the employee's regular hourly rate of pay for all hours worked on said shift.

9.03 **Premium on General Holiday Pay**

Employees who are working on the afternoon shift or the night shift shall receive the applicable shift premium on their general holiday pay. This applies to employees who are working the "off shifts" during the week of the general holiday.

9.04 **Bilingual Premium**

Any person who has bilingual status will be paid an additional one dollar and twenty cents (\$1.20) cents per hour for all time so employed provided they are required to use their bilingual status as a normal requirement of their job duties.

ARTICLE 10 GENERAL HOLIDAYS

10.01 The following days shall be recognized as paid holidays for all employees:

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

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

In the event that Christmas Eve day and New Year's Eve day fall on a regular work day they shall be added to the list of paid general holidays and employees shall be compensated as per Article 10 of this Agreement.

10.02 **Christmas and New Year's Shift Termination**

The Company agrees to terminate the work shifts at noon on the last scheduled working day prior to the Christmas and New Year's holidays.

In the event that Christmas Eve Day and New Year's Eve Day do not fall on a regular work day, the Company agrees to terminate the work shift for all employees in the bargaining unit at noon on the last scheduled working day immediately prior to the Christmas and New Year's general holidays.

Employees who are working on these days will nevertheless receive a full day's pay even though the work shift has terminated at noon.

10.03 When a general holiday or holidays fall on a day or days where the Plant is normally closed, the next working day or days shall be declared as a general holiday or holidays, for which employees shall receive pay as included in the General Holiday Pay article.

10.04 All employees, who are not on layoff, shall be eligible for payment for the above noted holidays on the basis of eight (8) hours' pay at regular rates (seven (7) hours' pay at regular rates if the holiday falls on a Friday), providing the employee was not voluntarily absent from their scheduled work day prior to and following such holiday. Employees who are on layoff will be entitled to general holiday pay in an amount equivalent to five percent (5%) of the total wages, excluding overtime, paid to the employee by the Company in the four-week period immediately preceding the holiday, providing the employee was not voluntarily absent from their scheduled work day prior and following such holiday. Paid vacation time off for permanent employees, a leave of absence for vacation purposes for temporary employees who qualify for vacation time off, and a substantiated illness or accident for any employee, shall not disqualify an employee.

10.05 If a general holiday occurs during an employee's paid vacation, said employee shall, at his or her discretion, take an extra day's vacation with pay, or an extra day's pay. The Company shall be notified of the employee's decision prior to said employee going on vacation.

ARTICLE 11 WAGES/NEW CLASSIFICATIONS

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

11.02 Rates of pay for any new classifications that may be established by the Company, within the scope of this Agreement, shall be subject to negotiations, provided that the Company shall have the right to temporarily establish a rate to be paid until the regular position rate is agreed upon. If the parties cannot reach agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The parties mutually agree that an arbitrator appointed in

accordance with the terms of this Agreement, shall have the right to determine the rate of pay to be paid for said new classification and the parties further agree that the arbitrator's decision shall become final and binding upon all parties concerned.

In the event the Company reviews and/or amends existing job classifications, the Company will meet with the Union in advance of said review and/or amendments to negotiate the matter.

ARTICLE 12 RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS

12.01 Any employee who is temporarily assigned to work in a higher paying classification shall receive the applicable higher rate of pay for all such hours worked.

12.02 Any employee who is temporarily assigned to work in a lower paying classification will not have their wages reduced during such time.

12.03 Relieving Production Supervisor

The Company has established the position of Relieving Production Supervisor. This position shall be posted for bids and, after awarded, this person will then relieve Production Supervisors when they are on vacation, sick leave or other forms of leave of absence, as outlined in Article 12.04 of this Agreement. There shall at all times be one (1) person acting as Relieving Production Supervisor for each Production Supervisor who is on vacation, sick leave, or other forms of leaves of absence (subject to there being a requirement for supervision in that department). Employees who bid in and are awarded the position of Relieving Production Supervisor will receive the rate of pay for the job classification of Relieving Production Supervisor all year round.

12.04 The Company shall appoint a relief Supervisor in each of the following areas and the employees appointed as relief Supervisor will be required to perform the duties of a relief Supervisor as and when determined by the Company:

- (a) Shipping-Receiving
- (b) Machine Room
- (c) Production

All such relief Supervisors will receive the relief Supervisors' rate of pay all year round regardless of where they are assigned to work by the Company. It is understood that some departments may have more than (1) relief Supervisor.

12.05 Employees who bid in and are or have been awarded the jobs of permanent Shipper/Receiver, and the jobs of temporary Shipper/Receiver to a maximum of three (3) temporary Shipper/Receivers, and all employees who bid in and are or have

been awarded the jobs of Machine Operator, will receive those rates of pay the year round, even if they do work in other areas of the Plant. All Machine Operators will receive the Machine Operator's rate of pay all year round regardless of how many machines they can run. All such permanent Shipper/Receivers and all such temporary Shipper/Receiver to a maximum of three (3) will receive their respective rates of pay all year round regardless of permanent/temporary status.

ARTICLE 13 VACATIONS WITH PAY

13.01 Permanent employees shall receive the following vacations with pay, based on their years of service and calculated on a percentage of their total earnings in the twelve (12) months prior to June 1st of each year.

Total earnings shall include premium pay, sick pay paid by the Company, general holiday pay and overtime, but shall not include vacation pay.

Permanent employees shall receive their working days' entitlement with pay calculated as a percentage of total earnings in accordance with the percentages in 13.02. Employees who choose not to take their full working days' entitlement because they will be without pay will forfeit those days.

13.02 Permanent employees shall receive the following vacations with pay:

- (a) after one (1) year of service, ten (10) working days or four (4%) percent;
- (b) after two (2) years, but less than five (5) years of service, fifteen (15) working days or six (6%) percent;
- (c) after five (5) years, but less than eight (8) years of service, seventeen (17) working days or six point eight (6.8%) percent;
- (d) after eight (8) years of service, nineteen (19) working days or seven point six (7.6%) percent;
- (e) after nine (9) years and ten (10) years of service, twenty (20) working days or eight (8%) percent;
- (f) after eleven (11) years and twelve (12) years of service, twenty-one (21) working days or eight point four (8.4%) percent;
- (g) after thirteen (13) and fourteen (14) years of service, twenty-two (22) working days or eight point eight (8.8%) percent;

- (h) after fifteen (15) years of service but less than eighteen (18) years of service, twenty-four (24) working days or nine point six (9.6%) percent;
- (i) after eighteen (18) years and nineteen (19) years of service, twenty-five (25) working days or ten (10%) percent;
- (j) after twenty (20) years of service, thirty (30) working days or twelve (12%) percent;
- (k) after twenty-one (21) and twenty-two (22) years of service, thirty-two (32) working days or twelve point eight (12.8%) percent;
- (l) after twenty-three (23) and twenty-four (24) years of service, thirty-three (33) working days or thirteen point two (13.2%) percent;
- (m) after twenty-five (25) and twenty-six (26) years of service, thirty-four (34) working days or thirteen point six (13.6%) percent;
- (n) after twenty-seven (27) and twenty-eight (28) years of service, thirty-five (35) working days or fourteen (14%) percent;
- (o) after twenty-nine (29) years of service and over, thirty-six (36) working days or fourteen point four (14.4%) percent.

New hires after April 8, 2013, are not eligible to achieve items (k) through (o) outlined above. Said employees can achieve a maximum of thirty (30) working days or twelve (12%) percent vacation pay after twenty (20) year of service.

13.03 Employees shall be granted their vacation request by the Company on the basis of seniority, meaning the most senior employee will be given first choice.

13.04 The Company agrees to allow at least two (2) employees per department to take their vacation at the same time, or a greater number of employees per department by mutual agreement between the Company and the employees.

13.05 The Company agrees to grant to "all permanent" and to "all eligible temporary employees" up to three (3) weeks' vacation entitlement consecutively from June 1st to August 31st, or such further consecutive weeks as agreed by the Company in its sole discretion. All other vacation shall be taken during slow times in the employee's department. To be eligible, temporary employees must have worked at least during nine (9) months out of the last twelve (12) months prior to June 1st of each year.

13.06 If any employee becomes ill or injured such that they would be eligible for short term and/or long term disability benefits or hospitalized due to a serious illness or injury while on vacation, said employee may file a claim for short term disability

benefits and/or long term disability benefits, and the balance of the employee's vacation will be rescheduled following their return to work.

13.07 Any employee who has worked less than one (1) year, and whose employment is terminated, will receive a vacation allowance in the amount of four (4%) percent of the regular wages earned.

13.08 Permanent employees who leave their employment, or whose employment is terminated, shall receive a vacation allowance corresponding to the employee's entitlement to vacations as a permanent employee.

13.09 Any employee who is entitled to bereavement leave in accordance with Article 19.05 of this Agreement, and where such bereavement leave occurs during said employee's paid vacation, shall be entitled to bereavement pay in accordance with Article 19.05 and shall be entitled to have that portion of their paid vacation rescheduled at a later date provided the employee attends the funeral.

13.10 The vacation with pay entitlement allowance for temporary employees shall be a percentage of the entitlement corresponding to the vacation entitlement of permanent employees as earned in the twelve (12) calendar month period prior to June 1st of each year.

Temporary employees who have worked at least nine (9) months out of the last twelve (12) months prior to June 1st of each year, shall be placed on the "temporary employee vacation time off list". Employees who request in writing time off for vacation purposes prior to May 1st of each year, will be granted same based on the permanent employees schedule of vacation time.

13.11 The vacation entitlement percentages for temporary employees shall be paid as follows:

- (a) after one (1) year of service, four (4%) percent entitlement;
- (b) after two (2) to four (4) years of service inclusive, six (6%) percent entitlement;
- (c) after five (5) to seven (7) years inclusive, six point eight (6.8%) percent entitlement;
- (d) after eight (8) years of service, seven point six (7.6%) percent entitlement;
- (e) after nine (9) to ten (10) years of service, eight (8%) percent entitlement;
- (f) after eleven (11) to twelve (12) years of service, eight point four (8.4%) percent entitlement;

- (g) after thirteen (13) to fourteen (14) years of service, eight point eight (8.8%) percent entitlement;
- (h) after fifteen (15) to seventeen (17) years of service, nine point six (9.6%) percent entitlement;
- (i) after eighteen (18) to nineteen (19) years of service, ten (10%) percent entitlement;
- (j) after twenty (20) years of service, twelve (12%) percent entitlement;
- (k) after twenty-one (21) to twenty-two (22) years of service, twelve point eight (12.8%) percent entitlement;
- (l) after twenty-three (23) to twenty-four (24) years of service, thirteen point two (13.2%) percent entitlement;
- (m) after twenty-five (25) to twenty-six (26) years of service, thirteen point six (13.6%) percent entitlement;
- (n) after twenty-seven (27) to twenty-eight (28) years of service, fourteen (14%) percent entitlement;
- (o) after twenty-nine (29) years of service and over, fourteen point four (14.4%) percent entitlement.

New hires after April 8, 2013, are not eligible to achieve items (k) through (o) outlined above. Said employees can achieve a maximum of twelve (12%) percent vacation pay after twenty (20) years of service.

13.12 The Company shall post a vacation planner containing each employee's number of days of vacation entitlement by March 15th of each year so as to enable employees to write in their preferred vacation time. Employees shall have until April 15th of each year to write in their preferred vacation time. On May 1st of each year the Company shall post a finalized vacation schedule which cannot be changed except at the request of the employee. Except in circumstances beyond the control of the employee, employees will give the Company four (4) weeks' notice of their desire to change their vacation schedule.

Employees who fail to indicate their choice by April 15th shall not have preference in choice of vacation time where other employees have indicated their preference, and such employee shall not be given choice by seniority but shall be given priority according to the date of their written application for vacation. Written approval or denial to such requests will be provided as soon as possible but no later than ten (10) days after the request is made.

Vacation requests for the period of November 1 to January 15 shall only be approved at the Company's discretion.

13.13 Vacation pay shall be issued to each employee in the bargaining unit on paycheques, itemized separate and apart from their normal earnings.

13.14 All permanent employees who wish same will be entitled to receive their entire vacation pay entitlement seven (7) days prior to going on vacation, providing a minimum of two (2) weeks' notice is given to the Company.

Employees other than "permanent employees" shall be paid their vacation pay accrual on each regular paycheque.

13.15 Employees of the Company who become members of the bargaining unit shall be entitled to use their previous service with the Company when determining their vacation entitlements providing such service is continuous with the commencement of their employment in the bargaining unit.

13.16 Employees will be allowed to carry only ten (10) days of vacation entitlement into the next vacation year.

13.17 Casual employees, as defined in Article 2.04, will be eligible for vacations in accordance with the Manitoba Employment Standards Code.

13.18 Employees will be allowed to take their vacation in a lump-sum payment when they are retiring.

ARTICLE 14 MANAGEMENT'S RIGHTS

14.01 The Union recognizes that the Company retains all rights of management under law, including but not being limited to the right to direct its forces and rights of discipline, discharge, reassignment, **promotion, demotion**, layoff, and to **establish, modify or revise work schedules, and to** increase or reduce in the workforce, except to the extent that those rights are modified by this Agreement.

14.02 In administering the agreement the Company and the Union commit to conduct themselves fairly, reasonably, and to act in good faith, in a manner consistent with the Agreement as a whole.

ARTICLE 15 NOTICE OF TERMINATION & LAYOFF/SEVERANCE PAY

15.01 The Company shall have the right to discharge employees immediately for just cause.

15.02 When the Company elects to sever the employment of a probationary employee, then in such case one (1) day's notice or one (1) day's pay in lieu of notice shall be given or paid by the Company.

15.03 In the event of a layoff of any employee, excepting probationary employees, the Company agrees to give to such employees three (3) working days' notice in writing or three (3) days' pay in lieu thereof in advance of any layoff date. Casual employees will receive one (1) working day notice in writing or one (1) days' pay in lieu thereof in advance of any lay off date.

15.04 When the employment of a permanent employee with one (1) year but less than five (5) years of service is severed for any of the reasons stipulated in Article 15.06 below, then in such case four (4) months' notice in writing shall be given, or four (4) months' wages in lieu of notice shall be paid by the Company. When the employment of any permanent employee with five (5) years or more of continuous service is severed for any of the reasons stipulated in Article 15.06 below, then in such case six (6) months' notice in writing or six (6) months' wages in lieu of notice shall be given or paid by the Company.

15.05 When the employment of a temporary employee with a minimum of one (1) calendar year of service and a minimum of one thousand (1,000) hours worked is severed for any of the reasons stipulated in Article 15.06 below, the Company shall give all of those employees meeting the minimum qualification criteria (of above) one (1) week's notice or pay in lieu of, for each calendar year in excess of one (1) calendar year of employment. The maximum contribution shall be twenty (20) weeks' notice or pay in lieu of. The Union understands that this does not apply if an employee is laid off for more than twelve (12) consecutive months except in case of accident, sickness or disability.

15.06 **Severance Pay**

Any employee who is terminated due to the permanent closing of the plant, or any employee who is terminated because his or her job has become redundant, or any employee who is terminated because of technological change, shall receive severance pay in the amount of two (2) weeks' salary at the employee's regular hourly rate of pay for each twelve (12) calendar months of employment with the Company, to a maximum of twelve (12) calendar months.

ARTICLE 16 PAYMENT FOR MEETING ATTENDANCE

16.01 When the Company requires an employee to be present at a meeting called by the Company, then said employee shall be paid for all time spent at that meeting, in accordance with the provisions of this Agreement.

16.02 When the Company requires a Shop Steward to be present at a meeting called by the Company, time spent at such meeting shall be considered time worked and shall be paid in accordance with the Collective Bargaining Agreement.

ARTICLE 17 UNION SHOP STEWARDS

17.01 The Company agrees to recognize all Union Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit for the purpose of overseeing and ensuring that the terms of the Collective Agreement are being implemented and for the purpose of presenting complaints and/or grievances to management. The Company agrees to grant time off with pay, as may be reasonably necessary, to Union Stewards for the purpose of investigating or servicing any grievances or potential grievances on the Company's premises during normal working hours **on request and with reasonable notice and when doing so does not unduly interfere with Company operations. Shop Stewards will conduct all other meetings with employees outside of working hours.**

17.02 Shop Stewards will be allowed to wear Shop Steward badges while on duty.

ARTICLE 18 UNION REPRESENTATIVES' VISITS

18.01 After first notifying a management person, representatives of the Union shall be permitted to visit the premises covered by this Agreement for the purposes of observing working conditions and ensuring that the terms of this Agreement are being implemented. A Union Shop Steward **may** accompany the Union Representative at all times during such visits and all such time spent by the Shop Steward shall be considered as time worked. **The Company may, in its discretion, refuse to release the Shop Steward for such visits where doing so would unduly interfere with Company operations.**

18.02 Representatives of the Union shall be allowed to interview employees individually after first notifying the appropriate management person. All time taken by employees for such interviews shall be with pay. Discussions between representatives of the Union and employees shall be held in private so as to not distract other employees. Any such meeting shall take place in a location on the Company's premises that is acceptable to the Union.

ARTICLE 19 LEAVES OF ABSENCE

19.01 Personal Leave

All employees shall be entitled to a leave of absence for periods not exceeding one (1) year, without pay, for the following reasons:

- (1) parental leave;
- (2) pregnancy of the employee;

- (3) serious illness, injury or death in the employee's immediate family;
- (4) election or appointment to office in or as a delegate representing the Union, requiring either temporary or permanent leave;
- (5) any other legitimate reason acceptable to the Company. The Company agrees that the granting of leave under this subarticle shall not be unreasonably denied.

19.02 **Child Bearing Support Leave**

The Company agrees to grant employees, who are the supporting parent of the child (other than the mother), two (2) days off with pay on the birth of their child, **or in the case of a foster child an employee will be allowed to use this leave once (1) per calendar year.** In addition, said employees shall also be entitled to an additional two (2) days off without pay for such purposes. The time that any such leave is to be taken shall be decided by the employee.

19.03 **Negotiations Leave**

The Company agrees to grant time off for two (2) employees on the Union Negotiating Committee for the purpose of attending negotiations with the Company for the renewal of the Collective Agreement.

The Company agrees to pay said employees as though they had worked and then bill the Union for said time (including all associated costs such as wages and benefits).

19.04 **Family Responsibility Leave**

In the event of an illness or injury occurring to an employee's spouse, parent or child (including common law spouse, stepparents and stepchildren, **foster children**) that requires the attention of a physician, the employee shall be entitled to utilize up to **sixty (60)** hours per calendar year of their accumulated paid sick leave entitlements in order to receive time off with pay to attend to the needs of their spouse, parent or child. This time will reduce the employees' accumulated sick benefits.

All employees who are on probation will not be able to utilize Family Responsibility benefits until they have completed their probationary period.

In the event an employee deems it necessary to attend legal or school appointments which cannot be scheduled to outside working hours, such employee may request, and if so, will be granted up to three (3) days leave of absence, without pay.

19.05

Bereavement Leave

All employees shall be entitled to bereavement leave with pay, when death occurs to a member of their immediate **or extended** family or, simultaneously, to more than one (1) member of their immediate **or extended** family.

Payment will be at eight (8) hours per day, (seven (7) hours per day when the day falls on a Friday), at their regular, straight time rate, for a maximum of four (4) consecutive or non-consecutive scheduled working days **for Immediate Family as defined below. For Extended Family the maximum number of days shall be two (2) consecutive or non-consecutive scheduled working days.**

Extended Family may take up to an additional two (2) consecutive or non-consecutive working days bereavement leave, provided that any days in addition to those provided for herein are taken without pay and do not exceed four (4) days total including the paid days.

It is understood that it is the responsibility of the employee to request leave, prior to the day of the funeral, and to specify the four (4) days they desire to be off, and the date on which they return to work. Employees' bereavement leave may be obtained verbally.

Employees will not be required to attend the funeral of an immediate family member in order to be eligible to receive bereavement leave with pay.

Employees attending a funeral more than six hundred and forty (640) kilometres from Brandon, Manitoba, shall receive an additional three (3) working days off with pay.

Immediate family, for the purpose of this provision, means the employee's spouse, common law spouse, mother, stepmother, mother-in-law, father, stepfather, father-in-law, brother, sister, stepbrother, stepsister, son, daughter, **foster children**, grandparents, brother-in-law, sister-in-law, niece, nephew, son-in-law, daughter-in-law, grandchildren, stepchildren, and fiancé.

Extended family for the purpose of this provision, means the employee's grandparents-in-law, aunt, and uncle.

Regular straight time rate for the purpose of this provisions means the straight time rate of the job at which the employee would have worked had they not been on bereavement leave.

The Company agrees to grant one (1) day off with pay to any employee who acts as an official pallbearer at a funeral of a person who is not a member of the employee's immediate family.

The Company may request reasonable proof of death from the employee before the Company will pay for the leave days granted and the leave must be taken at a time that coincides with the death and/or the funeral or memorial service.

19.06 **Compassionate Care Leave**

In the event an employee has an immediate family member who is terminally ill, such employee may request time off for compassionate care purposes and if so, shall be granted an unpaid leave of absence or absences which shall not exceed twenty eight (28) weeks in total.

Employees will give as much advance notice of the request as possible and the Company will provide the paperwork necessary for employees to access Employment Insurance funds.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per Article 19.05, Bereavement Leave, of this collective agreement.

19.07 **Jury Duty Leave, Jury Selection and Witness Duty Leave**

Any employee required to report for jury duty or selection, or to serve in jury service on any scheduled work day, shall be paid a full basic work day's pay for each such day of employment lost through actual jury service or jury selection.

Any employee required to report for duty as a Crown or Company witness on any scheduled work day, shall be paid a full basic work day's pay for each such day of employment lost through actual service as a Crown or Company witness. The definition of a Company witness shall be a witness requested by the Company.

Wages paid to an employee in accordance with this article shall be less any other wages received by the employee while on jury duty or while appearing as a Crown or Company witness.

19.08 **Leave of Absence/Return to Work**

Upon returning to work from a leave of absence, the employee shall be restored to the job previously held, or to a job comparable with regard to work and rate of pay.

19.09 **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.

19.10 **Leave for Citizenship Ceremony**

Employees may receive one (1) scheduled day off without loss in pay to attend their own citizenship ceremony and receive their certificate of citizenship.

The employee shall provide at least two (2) weeks' notice, or as much notice as possible before the ceremony, and proof of the date and time of the ceremony.

ARTICLE 20 **SENIORITY**

20.01 Seniority shall be defined as the length of continuous employment with the Company within the bargaining unit. Temporary absence from work, as set forth in this Agreement, shall not break seniority. **For all purposes of this Article, two (2) seniority lists will be used. One (1) for Production Employees and one (1) for Office Employees**

20.02 Seniority shall accumulate during all paid and unpaid authorized leaves of absence for the first three (3) calendar months only. Thereafter, seniority shall be maintained until the employee returns to work. The exception to this shall be layoffs, and any leave of absence for sickness, injury, maternity leave, or parental leave, where in such case seniority shall accrue during the entire layoff or leave of absence, as the case may be.

20.03 Seniority rights of an employee may be terminated for any of the following reasons:

- (a) if an employee voluntarily leaves the employ of the Company;
- (b) if an employee is discharged for just and sufficient cause and the employee is not reinstated through use of the Grievance Procedure;
- (c) if an employee fails to return to work after a layoff within seven (7) calendar days after notice to return to work has been forwarded by registered mail to their last address on file with the Company, unless a satisfactory reason is given by the employee. Substantiated illness, injury, or situations where notice to terminate employment with another Company is required to be given to said Company, shall be considered as a satisfactory reason. Where such notice is required to be given to another Company the seven (7) days' notice referred to above shall be increased to fourteen (14) calendar days;

- (d) if an employee fails to return to work after the completion of an authorized leave of absence unless a satisfactory reason is given by the employee. Substantiated illness or injury shall be considered as a satisfactory reason;
- (e) if an employee has not performed work for the Company during any twelve (12) consecutive calendar month period, except in the case of accident, sickness or disability;
- (f) if an employee has failed to report for work for more than three (3) consecutive working days unless a satisfactory reason is given by the employee. Substantiated illness or injury shall be considered as a satisfactory reason.

20.04 The awarding of promotions, vacancies, or relieving in a higher rated classification shall be done on the basis of seniority providing the senior applicant possesses the skill and ability to perform the normal requirements of the job. **The awarding of promotions, vacancies or relieving to the position of Supervisor or Relieving Supervisor shall be based on skill, qualifications, and ability to perform the normal requirements of the job and where skill, qualifications, and ability are equal, seniority will be the determining factor.**

The determination of sufficient skill and ability to perform the normal requirements of the job shall be based on evidence and standards that are reasonable, demonstrable and objective, and both on the job experience and related experience shall be considered substantial evidence of sufficient skill and ability to perform any job under consideration. **Should more than one applicant apply for a job posting of supervisor or relieving supervisor, an interview process will take place and the results will be made available to the union upon request.**

In the event of a promotion, the employee will be on a trial period for **one hundred and eighty (180) calendar** days during which time he or she may elect to return to his or her former job, or the Company may return the employee to his or her former job for just cause. **Any employee who does not complete their trial period will be ineligible to apply for the same position for a period of one (1) year.**

20.05 Seniority shall be the governing factor in all cases of layoff providing the employee involved has the ability to do the normal requirements of the job. Under this definition, the last employee hired shall be the first to be laid off.

In the event of layoff, an employee having more seniority than another employee and claiming the other employee's job shall be given a sixteen (16) hour trial period on said job. Any temporary employee who at the time of layoff either does or does not exercise their rights under this paragraph, shall nevertheless only be recalled to work in their former classification from which they were initially laid off, or their Plant Help "A" or "B" classification, whichever occurs first.

20.06 Seniority shall be the governing factor in all cases of recall to work providing the employee involved has the ability to do the normal requirements of the job. Under this definition, the employee on layoff who has the most seniority shall be the first to be recalled to work.

20.07 Seniority shall be applied among permanent and temporary employees respectively. All permanent employees shall have seniority over all temporary employees. Temporary employees shall have the same seniority over other temporary employees.

20.08 When an employee's employment is voluntarily reduced from permanent status to temporary status, said employee's temporary seniority shall be dated back to his or her original date of hire.

20.09 The seniority dates for temporary employees who are advanced to the status of permanent employees shall be established on the basis of each year of employment as a temporary employee equaling fifty (50%) percent of a calendar year, unless the employee can demonstrate continuous employment during six (6) months or more of a particular calendar year, in which case the employee will be credited with one (1) full year of seniority. The only exceptions to this shall be when establishing an employee's wage rate and vacation entitlement where seniority shall date back to the employee's original date of hire.

20.10 Any employee promoted to a position outside the bargaining unit shall be on a trial period for a period of six (6) calendar months. If the employee is not successful in their new position, or decides to return within the bargaining unit, same will be allowed within the six (6) month period. The employee shall then return to the bargaining unit without loss of seniority and benefits. Management shall endeavour to give first consideration to such promotions from within the bargaining unit (Brandon branch).

20.11 Employees who have been awarded a position as a result of a job posting will only be able to retain one (1) "bid-in" classification at any given time. In the event of insufficient work in the classification the employee is currently in, the employee will revert to either Plant Help "A" or "B" only. From Plant Help "A" or "B", they will then be able to rebid on any new bid-in classification that becomes available in the future. The exception to this rule where an employee may bid in or bump into additional classifications will be in the event of layoffs. An exception to the rule will also be when relieving Production Supervisors.

20.12 When a position or positions in a classification is to open to bid, the Company agrees only to fill the positions open for bidding as per the Agreement. If employees who have applied for the job do not get the job they shall not be entitled to bump another employee with less seniority in positions already occupied, which were not open for bidding, except in the event of layoffs.

20.13 Plant Help "A" and "B" employees will be laid off and called back in their classification by date of hire seniority. The classification will be that which is established prior to layoff in any given season and it is understood that "A" or "B" employees shall have a right only each year before layoffs to change their classification for purposes of earlier recall to either "A" or "B". In the event of layoff or recall, an employee having more seniority than another one and claiming the other employee's job, shall be given a sixteen (16) hour trial period on said job. Such trial period will be dependent on the employee notifying the Company in sufficient time to allow the sixteen hour trial period to take place prior to their posted layoff date.

20.14 Preference in available hours of work shall be given to senior employees, insofar as this is consistent with their availability and ability to do the job.

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

ARTICLE 21 JOB POSTING FOR PROMOTIONS AND VACANCIES

21.01 Vacancies for any position, **including new positions** within the scope of this Agreement, which shall include employees who are being promoted to permanent status from temporary status, shall be posted within seven (7) calendar days from which the vacancy occurred **or new position created** and employees shall be allowed a further **three (3)** calendar days in which to make a written application for such vacancy.

21.02 Employees who are on vacation, layoff, or leaves of absence, will be contacted verbally or **by email with verification of phone call or email** sent to their last known address, in regard to any vacancy and/or new position that has become available.

21.03 Temporary vacancies shall not exceed fifteen (15) working days. After this period of time, said vacancy shall be posted as an established position, unless the employees and the Union are informed, within said fifteen (15) working days that the position no longer exists.

21.04 The Company agrees to notify the Union, in writing, of any permanent bargaining unit positions that become vacant. The Company further agrees to notify the Union, in writing, of any new appointments to permanent positions and to include the job classification.

ARTICLE 22 STRIKES AND LOCK-OUTS

22.01 It is mutually agreed that there shall be no strikes, lock-outs, stoppages of work or slowdowns during the life of this Agreement.

22.02 No employee shall be disciplined or discharged as a result of their refusal to report to work in the event of a legal picket line occurring at A.E. McKenzie Co. ULC nor will any employee lose pay, be disciplined or discharged as a result of their refusal to cross any other legal picket line outside of A.E. McKenzie Co. ULC.

ARTICLE 23 DISCIPLINE

23.01 When an employee is reprimanded or suspended or dismissed from employment, a Shop Steward must be present at all times. If a Shop Steward is not available in the plant, then another bargaining unit employee chosen by the employee being disciplined must be present. Otherwise the said reprimand, suspension or dismissal shall be null and void. This article shall apply at all times unless the employee involved waives his or her right to have a Shop Steward present. A full-time Union Representative shall be entitled to be present at any such disciplinary meeting providing he or she is reasonably available to do so.

23.02 Within forty-eight (48) hours of the event, the Company agrees to provide the affected employee, the Union Shop Stewards and the Union office with copies of all reprimands, suspensions and discharge notices. Otherwise, the said reprimand, suspension or dismissal shall become null and void. The event shall mean the day on which the reprimand, suspension or discharge notice was given. All reprimands, suspensions and discharge notices that are issued to employees shall contain the reasons for such action being taken against the employee.

23.03 Any reprimands, suspensions or disciplines shall be removed from the employee's personnel record after twelve (12) months. Said reprimand, suspension or discipline cannot be used against the employee at a later date. This time period of twelve (12) months shall not include periods of layoff or leaves of absence without pay. Any employee who receives a reprimand, suspension or discipline for the same offence during said twelve (12) month period, shall then be required to wait a further twelve (12) months before his or her reprimands, suspensions or disciplines are removed from his or her personnel record.

23.04 **Access to Employee's Personnel File**

Employees covered by this Agreement will have access to their own personnel file upon written request by the employee involved. Time spent reviewing the employee's file shall not be done on Company time and shall be done during regular working hours. Employees shall be able to obtain copies of their personnel file when requested and a copy of an employee's reply to any document contained in their personnel file shall be

placed in the employee's personnel file. It is understood that employees shall be able to write their own notes while reviewing their own personnel file.

23.05 **Tape Recordings**

The Company agrees that when interviewing an employee, tape recordings of the proceedings shall not be utilized.

ARTICLE 24 ADJUSTMENT OF GRIEVANCES

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

24.02 Any grievance arising out of or in any way involving the interpretation, application or operation of the terms and conditions contained in this Agreement shall be settled and resolved by the procedures and in the manner hereinafter set forth.

24.03 In any grievance regarding hours worked by an employee and the amount paid to an employee, the Company shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the grievance procedure shall apply. The Union shall not use the provisions contained in this article to request information that does not pertain to a specific grievance of an employee.

24.04 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fifteen (15) calendar days following the event giving rise to the grievance shall be forfeited and waived by the aggrieved party.

24.05 All grievances shall be submitted in writing.

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

- (1) By a discussion between the employee and the Union Representative, with the employee's immediate superior.
 - (a) When an employee takes a grievance to the Union Representative, Step 1 of the grievance procedure shall be considered complied with, providing the Union Representative files the grievance in writing with the Company's Labour Relations Official or designate. The Labour Relations Official or designate shall reply to the grievance in writing within ten (10) calendar days to the Union. After ten (10) calendar days, the Union Representative may proceed to Step 2.

(b) If an employee takes a grievance to their immediate superior and a satisfactory settlement has not been reached within ten (10) calendar days, then:

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

24.07 If a satisfactory settlement cannot be reached then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision from either party, but not thereafter, the matter may then be referred to an Arbitrator, selected in accordance with Article 25.

24.08 **Government Mediator**

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.

24.09 **Mutually Accepted Mediator**

The Company and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept his or her 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 provincial legislation.

ARTICLE 25 **ARBITRATION**

25.01 If the Union and the Company cannot reach an adjustment, upon request of either party, the grievance shall be submitted to an arbitrator. The arbitrator herein set forth on a rotating basis:

**Karine Pelletier
Kris Gibson
Keith Labossiere**

25.02 Unless otherwise mutually agreed to between the Union and the Company, an arbitrator must hear and determine all matters in dispute within sixty (60) calendar days of their appointment.

25.03 The person selected as Arbitrator shall in no way be involved directly in the controversy under consideration or be a person who has a personal or financial interest in either party to the dispute.

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

25.05 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

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

25.07 The findings and decision of the Arbitrator, on all arbitrable questions, shall be binding and enforceable on all parties involved.

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

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

ARTICLE 26 BULLETIN BOARDS AND UNION DECAL

26.01 The Company agrees that during the term of this Agreement it will allow the Union to install its own bulletin board, for the purpose of posting notices directly relating to the employees of the Plant. The location of the bulletin board shall be mutually agreed to between the Company and the Union and shall be situated in a prominent place. The Union will notify the Plant Manager or his or her designate prior to posting any Union notices.

26.02 The Company will allow the Union to place a Union decal on the front door.

ARTICLE 27 TECHNOLOGICAL CHANGE

27.01 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.

27.02 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 one hundred and twenty (120) 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.

27.03 Notwithstanding the provisions contained in Article 27.02 above, any employee who is to be displaced or adversely affected by a technological change shall be given a two (2) 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.

27.04 Notwithstanding the provisions contained in Article 27.02 above, any employee who is displaced by a technological change or, if after completing the two (2) month training period referred to in Article 27.03 above, fails to obtain proficiency in his or her 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 his or her choice of one (1) of the three (3) following options:

- (a) the employee may elect to exercise his or her seniority to bump into a classification that he or she is capable of performing;
- (b) the employee may elect to go on layoff status; or

- (c) the employee may elect to voluntarily sever his or her employment completely with the Company and accept severance pay as provided for in this Agreement.

27.05 This article is intended to assist employees affected by any technological change and accordingly Articles 83, 84 and 85 of the Manitoba Labour Relations Act do not apply during the term of the Collective Agreement between the Company and the Union.

ARTICLE 28 SAFETY AND HEALTH

28.01 The Company agrees to a joint Labour/Management Safety and Health Committee, which shall meet monthly and shall conduct safety tours of the Plant. Such committee shall be empowered to order corrections of any health or safety hazard in the Plant. The terms of reference shall be decided by mutual agreement between the Company, Committee and the Union and the limitation of the order to correct shall be included within the said terms of reference.

28.02 Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office shall also be mailed a copy of these minutes. The Chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

28.03 The Company further agrees to provide adequate First Aid supplies.

28.04 All employees on the Safety and Health Committee shall receive the necessary time off with pay.

28.05 The Company agrees to provide time off with pay for the purpose of allowing members of the bargaining unit to attend Safety and Health seminars and courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Company and the Union.

28.06 Safety and Health Committee

The Company and the Union agree to a joint Labour/Management Safety and Health Committee. This committee will consist of eight (8) employees, consisting of four (4) Union members which may include the full-time Union Representative from time to time, and four (4) Company employees.

This Committee shall be empowered to order correction of any safety or health hazards in the Plant, providing they adhere to the following guidelines:

- (1) Repairs will be discussed and approved at the general monthly membership meetings of the Committee.
- (2) Inspections will take place once a month from April 1st to August 1st and twice monthly during the remaining months of the year and will involve one (1) or more members of the Safety and Health Committee and the Production Supervisor in the area being inspected.
- (3) Any decisions made by the Safety and Health Committee which will affect working conditions of employees in the Plant must first be presented to the affected employees for their consideration and approval, prior to the decision being implemented.
- (4) The re-election period to the Safety and Health Committee for both Union members and management, will take place if the need arises.

28.07 In situations where an employee believes that a safety and/or health hazard exists, the employee shall first report their concerns to the joint Labour/Management Safety and Health Committee. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that a safety and/or health hazard exists, the employee shall be entitled to refuse to perform that particular job function until such time as a person from the appropriate government agency dealing with safety and health matters has come to the Company's premises to inspect the concerns firsthand. During this time period the employee shall be assigned to perform other job functions that they are capable of doing.

ARTICLE 29 HARASSMENT /ABUSE

29.01 The Company and the Union agree that harassment and discrimination will not be condoned in the workplace. Harassment and discrimination do not include giving direction to employees, disciplining employees or otherwise correcting employee behavior. The Company will post its Harassment and Discrimination Policy in the workplace.

ARTICLE 30 PAY DAY

30.01 Pay day shall be every second Friday.

ARTICLE 31 HEALTH AND WELFARE

31.01 All the health and welfare benefits of all employees shall be contained in Appendix "A" of this Agreement and shall form part of this Agreement.

ARTICLE 32 COURT'S DECISION

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

ARTICLE 33 CONTRACTING OUT

33.01 The Company prefers to have work done by its employees and understands the Union has a legitimate concern about contracting out. In the event the Company determines that it is necessary to contract out work performed by bargaining unit employees, the Company will meet with the Union prior to any such contracting out to discuss ways to reduce the impact on affected employees, which may include, but is not limited to, training or retraining opportunities or the utilization of the layoff, seniority or severance provisions of the Collective Agreement.

33.02 Employees who are displaced as a result of contracting out will be eligible to bump junior employees provided that the senior employee possesses the skill and ability to efficiently perform the tasks required. As an alternative, the senior employee may choose to take a severance payment in accordance with Article 15.06 of the Collective Agreement.

ARTICLE 34 CREDIT FOR PREVIOUS EXPERIENCE

34.01 Employees will be credited with past experience for the purpose of establishing the wage rates, providing they were McKenzie Seeds employees and no more than two (2) years has elapsed since their last date of employment.

ARTICLE 35 WORKERS COMPENSATION BENEFITS

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

35.02 In situations where the Workers Compensation Board denies and/or disentitles an employee from receiving benefits and where, in such instances, the employee files an appeal challenging the Workers Compensation Board's decision to deny and/or disentitle the employee from receiving these benefits, the employee shall then become eligible to receive the Company's insured Short Term and/or Long Term Disability benefits provided that satisfactory proof of disability is provided to the

Company's then current insurer. In such cases, all of the regular terms and conditions of the insurance policy or policies shall still apply. If the benefit amount, as determined by the insurance coverage, exceeds the amount calculated and paid by the Workers Compensation Board, then the insured benefit shall be limited to the amount paid by the Workers Compensation Board until the appeal has been finally determined by the Workers Compensation Board. At that point, a reconciliation will be conducted and any over or under payments will be corrected. For the purpose of determining an employee's rights and responsibilities under the insured plans, the date of the commencement of disability shall be the date that the employee was first unable to work as a result of the injury that the employee has determined to be compensable and that is currently under appeal with the Workers Compensation Board. If the Workers Compensation Board subsequently accepts the claim as a result of the appeal process, then it is specifically agreed that the insurance plan will be reimbursed for any overpayment as a result of this Agreement.

35.03 If an employee is required to take time off work to receive follow up treatment for a compensable condition, the time required for such treatment shall not be deducted from the employee's normal day's pay. The employee shall comply with all regulations so that the Company can make a claim to retain the amount the Workers Compensation Board would normally pay for such lost time.

35.04 Any employee who suffers an injury and/or illness which qualifies for Workers Compensation Benefits shall be paid by the Company for the hours he or she 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 36 EDUCATION AND TRAINING TRUST FUND

36.01 The Company shall contribute **one thousand (\$1000.00)** dollars into the Union's Education and Training Trust Fund on an annual basis.

36.02 Such contributions shall be forwarded to the Union's Trust Fund within thirty (30) days following the anniversary date of ratification of this agreement.

ARTICLE 37 UNIFORMS AND PROTECTIVE CLOTHING

37.01 The Company agrees to provide "bid in" employees working as operators on the packet-filling machines in the machine room and all employees who work on the assembling of displays, with two (2) new uniforms and aprons each calendar year. The employees shall be responsible for laundering their own uniforms and aprons.

37.02 The Company agrees to provide two (2) new pairs of coveralls per calendar year for each employee working on maintenance, shipping, machine room personnel and permanent truck drivers. These coveralls may, at the request of an employee working in shipping or a permanent truck driver, be insulated.

37.03 The Company agrees to provide gloves to all employees, and gloves and parkas for permanent/temporary shippers, receivers and the permanent/relief truck drivers.

37.04 Employees receiving the above clothing remuneration must return old clothing as proof for renewal. Machine Operators, as a requirement of safety, will be required to wear the "safety" clothing during all active hours of machine operation. Company provided clothing is intended to be used only for the purpose of Company business.

37.05 In the event that steel-toed boots are required in any part of the workplace, the Company shall, for each non-probationary employee required to wear such boots and upon presentation of a receipt as proof of purchase, reimburse such employee for the cost of purchasing CSA approved steel-toed boots to a maximum of **One hundred and twenty-five \$125.00** per employee every two (2) calendar years.

ARTICLE 38 EMPLOYEE PARKING

38.01 The Company agrees to provide to bargaining unit employees on the basis of seniority, parking spaces equipped with plug-ins as currently provided.

ARTICLE 39 MACHINE OPERATOR RATE OF PAY QUALIFICATION

39.01 Employees employed to operate any of the following machines shall qualify for the rate of pay of Machine Operator: Hoeller Life Seal, Hoeller Regular, T. S. Packett Machine, Claiborne Carton Machine, Bulk Filling Machine, Offset Printer, Carton Machine, and Jet Press.

ARTICLE 40 CYCLE COUNTS

40.01 The physical counts of the products will be done by the members of the bargaining unit **and management at various times during the year. At no point will a third-party be contracted to perform this work.**

ARTICLE 41 FINAL OFFER SELECTION

41.01 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.

41.02 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.

41.03 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 the 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.

41.04 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 42 EXPIRATION AND RENEWAL

42.01 This Agreement shall be in effect from April 8, **2023**, and shall remain in effect until April 7, **2027**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date, or the anniversary of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate revisions thereof.

42.02 When the required notice for termination or revision is given by either party, and where the parties are negotiating with each other and prior to such time as the appropriate party declares a legal strike or lockout, this Agreement shall remain in full force and effect for all purposes whatsoever excepting any limitation upon the right of the parties to declare a legal strike or lockout, at which time this Agreement shall cease to be effective.

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

SIGNED THIS DAY OF , 2023.

FOR THE UNION:

FOR THE COMPANY:

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Preamble

A-1.01 The following Health and Welfare benefits shall be arranged for by the Company for employees covered by this Collective Agreement and their eligible dependants, and shall be subject to the terms and conditions of the master policies and contracts in force which shall form part of this Collective Agreement. With the exception of dental and pension benefits the Company shall have the right to make arrangements for the replacement of such benefits provided that benefit levels are maintained and provided that the Union receives advance notification in writing from the Company which shall include the reasons for the changes as well as specific details of the actual changes that are to take place.

A-1.02 The Company shall supply the Union with a current copy of the plan text and summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Company. The Company shall supply each employee with a current copy of the summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Company. New employees shall be provided with a copy of the summary pamphlets (or similar documents) at the same time as they become eligible to receive said benefits. The Company shall ensure that the Union and the employees covered by this Agreement are provided with the most recent copy of such plan text and summary pamphlets (or similar documents) at all times.

A-1.03 Unless otherwise specifically stated, all of the benefits shall apply to all employees in the bargaining unit as stated in the plan.

A-1.04 The Company shall pay the full premium cost of all Health and Welfare benefits that are provided for employees in the bargaining unit. New hires after April 8, 2013, will be required to pay fifty (50%) percent of the costs of all Health and Welfare benefits.

A-1.05 The Company agrees to maintain the Health and Welfare benefits as provided for in Appendix "A" of this Agreement for all employees who are on leave of absence, without pay, for the purpose of Union Leave, Maternity Leave, and/or Parental Leave.

A-1.06 Employees who are laid off or placed on an unpaid leave of absence will have their benefits terminate upon commencement of the leave. In the event that an employee defers a lay-off or unpaid leave of absence by taking vacation, their benefits will continue for the period of vacation and cease once the lay-off or unpaid leave of absence takes effect. Manulife benefits including extended health, short-term disability and long-term disability will cease the effective date of the lay-off. Dental and Pension benefits are based on hours worked. Contributions to said plans will cease upon lay-off.

A-1.07 Casual employees are not eligible for Health and Welfare benefits unless contributions are required for hours worked under Appendix "A" (e.g. dental and pension). Employees are subject to the eligibility requirements of such plans.

A-2 Paid Sick Leave

A-2.01 Sick leave is provided for the sole purpose of insuring an income to employees during periods of illness or injury incurred while employed with the Company. Unless specified otherwise in this collective agreement, sick leave is only payable for absences from an employee's regularly scheduled work day and is not payable for an injury received while employed at another job or for absence due to an accident for which compensation is payable under The Workers Compensation Act or The Manitoba Public Insurance Corporation Act or for absence due to suspension, layoff, leave of absence, scheduled day off, vacation or paid holiday.

A-2.02 All employees shall be entitled to sick leave pay, to be accumulated on the basis of eight (8) hours for every one hundred and seventy-three (173) hours worked and/or paid accumulative to a maximum of ninety (90) hours' sick leave with pay.

A-2.03 No doctor's certificate will be required for the first four (4) occasions per calendar year where an employee is off for one (1) day due to an illness. For all other such absences, the Company will have the right to ask for a doctor's certificate. The Company shall pay all costs involved in situations where an employee does provide a medical certificate and where a fee is charged to obtain the medical certificate, to a maximum of two (2) such certificates each calendar year.

All employees who are on probation will not be able to utilize sick benefits until they have completed their probationary period.

A-2.04 The Company shall apply any accumulated sick leave to absences due to sickness not covered by the Company's Long Term Disability Plan, and shall supplement Long Term Disability benefits with unused sick leave credits in an amount equal to but not to exceed the employee's normal earnings.

A-2.05 Time off work that is required for dental appointments, hospital appointments, x-ray appointments, and necessary medical treatment and/or doctor appointments provided by any licensed practitioner that involves the employee and/or member of their immediate family, shall be granted to the employee and, may be utilized as sick days to a maximum of twenty-four (24) hours paid sick hours per calendar year. This twenty-four (24) hours will reduce your accumulated sick time above. X-rays do not have to be taken in the hospital. Immediate family member for the purposes of this clause means spouse, child, stepchild and parent.

All employees who are on probation will not be able to utilize Doctor Appointment benefits until they have completed their probationary period.

A-2.06 Employees found abusing paid sick leave benefits may be disciplined by the Company. In such cases, the Company may also discontinue or reduce the benefits of the employee.

A-2.07 Accumulated paid sick leave benefits, short term disability benefits and long term disability benefits required because of a medical condition directly attributable to pregnancy, shall be granted to employees under the same conditions as these benefits are granted to other employees. It is understood that an employee on layoff would not be entitled to the provisions herein for the period of layoff. Employees shall only be entitled to draw from their accumulated sick bank for periods of time they are not receiving Employment Insurance Benefits.

A-2.08 Employees of the Company who become members of the bargaining unit shall be entitled to keep and use all of the paid sick leave entitlements they may have previously accrued.

A-2.09 In July of each year, the Company shall notify the Union and each employee in the bargaining unit of the total amount of paid sick leave credits said employee has accumulated at that time.

A-3 Group Insurance Benefits/Permanent Employees

A-3.01 Permanent employees and their eligible dependants shall be entitled to the group insurance benefits referred to in the plan booklets entitled "Benefit Booklet" that is underwritten by The Manufacturers Life Insurance Company, Group Policy Number G0028225. Benefit levels currently provided for in these plans will not be reduced during the term of this agreement.

A-3.02 A summary of the group insurance benefits currently provided for permanent employees is as follows:

- (a) short term disability benefits
- (b) long term disability benefits
- (c) life insurance benefits
- (d) accidental death and dismemberment benefits
- (e) survivor income benefits
- (f) extended health care benefits

A-3.03 Short term disability benefits and long term disability benefits referred to in A-3.02 above shall at all times be calculated using the regular hourly rate of pay that would have been paid to the employee had they continued to work.

A-3.04 Employees who submit a claim for short term disability benefits and/or long term disability benefits with the insurance carrier and who have not received any compensation within twenty-one (21) days from the date when the claim was

forwarded to the insurance carrier shall at that point in time receive an advance payment from the Company. Said advance payment shall be equal to the amount of the claim that was submitted to the insurance carrier. In such cases, the employee shall reimburse the Company for all monies owing when compensation is finally received from the insurance carrier or if the claim is denied.

A-3.05 Extended health care benefits referred to in A-3.02 above include private hospital accommodations coverage, professional and medical care coverage, prescription drug coverage, vision care coverage, and out of province expense coverage.

A-3.06 Prescription drug coverage referred to in A-3.05 above shall apply to all employees and their eligible dependents. Prescription drug coverage shall cover ninety (90%) percent of the cost of all drugs covered by Plan.

A-3.07 Vision care coverage referred to in A-3.05 above shall apply to all employees and their eligible dependents. Vision care coverage shall cover one hundred (100%) percent of the cost of eyeglasses and/or contact lenses to a maximum of three hundred (\$300.00) dollars per person each two (2) calendar years (each calendar year for dependent children younger than twelve (12) years of age).

A-4 Group Insurance Benefits/Temporary Employees

A-4.01 Temporary employees and their eligible dependants shall be entitled to the group insurance benefits referred to in the plan booklets entitled "Benefit Booklet" that is underwritten by The Manufacturers Life Insurance Company, Group Policy Number G0028225. Benefit levels currently provided for in these plans will not be reduced during the term of this agreement.

A-4.02 A summary of the group insurance benefits currently provided for temporary employees is as follows:

- (a) short term disability benefits
- (b) long term disability benefits
- (c) life insurance benefits
- (d) accidental death and dismemberment benefits
- (e) extended health care benefits

A-4.03 Long term disability benefits referred to in A-4.02 above only applies to temporary employees who have been employed for all or a portion of eight (8) consecutive years or more.

A-4.04 Short term disability benefits and long term disability benefits referred to in A-4.02 above shall at all times be calculated using the regular hourly rate of pay that would have been paid to the employee had they continued to work.

A-4.05 Employees who submit a claim for short term disability benefits and/or long term disability benefits with the insurance carrier and who have not received any compensation within twenty-one (21) days from the date when the claim was forwarded to the insurance carrier shall at that point in time receive an advance payment from the Company. Said advance payment shall be equal to the amount of the claim that was submitted to the insurance carrier. In such cases, the employee shall reimburse the Company for all monies owing when compensation is finally received from the insurance carrier or if the claim is denied.

A-4.06 Extended health care benefits referred to in A-4.02 above only includes prescription drug coverage and vision care coverage.

A-4.07 Prescription drug coverage referred to in A-4.06 above shall apply to all employees and their eligible dependents. Prescription drug coverage shall cover ninety (90%) percent of the cost of all drugs covered by the plan.

A-4.08 Vision care coverage referred to in A-4.06 above shall apply to all employees and their eligible dependents. Vision care coverage shall cover one hundred (100%) percent of the cost of eyeglasses and/or contact lenses to a maximum of three hundred (\$300.00) dollars per person each two (2) calendar years (each calendar year for dependent children younger than twelve (12) years of age).

A-5 Dental Plan

A-5.01 The Company agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of **forty-two (\$.42)** cents per hour for all hours worked and/or paid in respect to all employees in the bargaining unit. Contributions shall include all instances where employees are receiving paid sick benefits, short term and/or long term disability benefits, paid vacations, paid general holidays, and any authorized paid leave of absence, to a maximum of the basic work week. The Plan shall provide dental benefits to all eligible employees as decided from time to time by the Trustees.

A-5.02 Such contributions will be forwarded to the Trust within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.

A-5.03 The Company agrees to comply with all requests of the Board of Trustees, and to abide by all the rules and decisions of the Board of Trustees, as decided from time to time.

A-5.04 If required the Company agrees to pay up to one (1) cent per hour per calendar year in addition to the above noted **forty-two (\$.42)** cents per hour to continue the existing benefits or improve the benefits, or go to the next annual dental fee schedule.

A-6.01 Effective on the date of ratification, the Company agrees to contribute fifteen (\$0.15) cents into the Canadian Commercial Workers Industry Pension Plan (“CCWIPP”) for all employees in the bargaining unit, for all hours worked or paid, including sick pay, disability benefits, vacations, and general holidays, to a maximum of the basic work week of 40 hours per week.

A-6.02 Effective as soon as administratively feasible after ratification, the Company will contribute payment to a Registered Retirement Savings Plan chosen by the Union in the amount of ninety-five (\$0.95) for all employees in the bargaining unit, for all hours worked or paid, including sick pay, disability benefits, vacations, and general holidays, to a maximum of the basic work week of 40 hours per week.

Effective the second anniversary date of ratification of this Agreement, and every year thereafter, the Company will contribute payment to a Registered Retirement Savings Plan chosen by the Union in the amount of one (\$1.00) dollar for all employees in the bargaining unit, for all hours worked or paid, including sick pay, disability benefits, vacations, and general holidays, to a maximum of the basic work week of 40 hours per week.

Any contributions to the new employee RRSP plan will be held in trust by the employer from the date of ratification until such time that contributions can be submitted to the RRSP by the employer on an employee’s behalf.

The employees will have the option to contribute on a voluntary basis. It will be the responsibility of the employee to submit their contributions to the RRSP through any means approved by the plan provider. The Union acknowledges that the Company shall have no responsibility for the selection of the RRSP, its administration, or the type of RRSP, Fund, or Investments which may be selected by the union. The Investment management fee will come off the RRSP rate of return. The rate of return will be determined by the employee’s selection of investment.

Employees who are legally ineligible for an RRSP, due to being seventy-one (71) years of age and older, shall have the same amount of contributions as noted above deposited with RRSP pension administrator to be invested in a non-registered investment locked in and received by the Employee upon their retirement from the Company.

A-6.03 The Employer shall sign a “Participation Agreement” for CCWIPP, and will execute agreements as required by the Administrator of the RRSP upon terms mutually agreeable, and shall supply any other documents, forms, reports or information required by the Trustees of CCWIPP and the RRSP. The Employer shall abide by all the rules and decisions of the Board of Trustees of CCWIPP as they relate to those contributions made to CCWIPP as decided from time to time.

A-6.04 Contributions, along with a list of the employees for whom they have been made, the amount of the weekly contribution for each employee and the number of hours worked and/or paid shall be forwarded to the Plan by the Employer within twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer shall pay interest at the rate it has earned established by the Trustees on all contributions not remitted as stipulated above.

APPENDIX "B" WAGES - McKenzie Production & Office Unit

B-1 Classifications and Hourly Rates of Pay

Job Classification	Current	Date of Ratification	Effective April 8, 2024	Effective October 1, 2024	Effective April 8, 2025	Effective April 8, 2026
		\$0.90	2.0%		2.0%	2.5%
Production Supervisor Maintenance Supervisor	23.42	\$24.32	\$24.81		\$25.30	\$25.94
Relieving Production Supervisor	21.36	\$22.26	\$22.71		\$23.16	\$23.74
Machine Operator Shopper Shipper Receiver Truck Driver	19.17	\$20.07	\$20.47		\$20.88	\$21.40
Maintenance Assistant Seed Assistant	18.92	\$19.82	\$20.22		\$20.62	\$21.14
Janitor Plant Plant Help "A" Plant Help "B"	18.15	\$19.05	\$19.43		\$19.82	\$20.32
Accounts Receivable Clerk	19.33	\$20.23	\$20.63		\$21.05	\$21.57
Customer Service Clerk	19.88	\$20.78	\$21.20		\$21.62	\$22.16
Casual Employee	14.15	\$15.30	\$15.61	\$15.80	\$16.12	\$16.52

B-2 Increment Increases

Employees who are hired after **the date of ratification**, shall be paid at **ninety (90%)** percent of their classified hourly rate of pay during their first seven hundred and fifty (750) hours of work performed and/or pay received, and shall receive **ninety-five (95%)** percent of their classified hourly rate of pay during their next seven hundred and fifty (750) hours of such work and/or pay-and shall receive one hundred (100%) percent of their classified hourly rate of pay immediately upon completion of **one thousand five hundred (1500)** hours of such work performed and/or pay received. **Any employee hired prior to date of ratification who was at 80% or 85% of their classified hourly rate under the previous agreement shall be moved to 90% for the balance of the hours required to move to the next increment.** This shall not apply to casual employees.

B-3 Employees Permanently Promoted to a Higher Paying Classification

Any employee who is promoted on a permanent basis into a classification that provides for a higher hourly rate of pay to that which was being paid to the employee at the time of their promotion, shall commence being paid in such higher paying classification at the same increment level they were being paid at for the classification they were permanently working in immediately prior to their promotion. Thereafter, the employee shall receive the remaining increment increases for their new classification in accordance with the provisions contained in Appendix B-2 above, until the top hourly rate of pay for said new classification has been reached.

B-4 Temporary Employees/Original Date of Hire

It is agreed that "the original date of hire" with reference to temporary employees shall apply to temporary employees who have been laid off and recalled by registered letter and who report back to work within the required recall period, unless excused by the Company.

It is further agreed that the phrase "from their original date of hire" shall not apply to employees who have terminated their employment and been rehired, or employees who fail to report back to work within the required time after having been recalled to work.

EXHIBIT ONE

TO: THE NEW OR REHIRED EMPLOYEE:


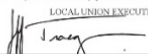
You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the **United Food & Commercial Workers Union, Local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

“The Company agrees that it shall be a condition of employment that any employee, who at the date of signing of this Agreement is a member of the Union in good standing, shall maintain such membership. Employees hired on or subsequent to the date of the signing of this Agreement shall as a condition of employment become members of the Union within thirty (30) days following the date of their employment and shall thereafter maintain membership in the Union in good standing.”

“The Company will procure from such new employees the necessary membership applications and the membership in the Union shall be granted within the above mentioned thirty (30) day period. For the purpose of this Agreement, employees who are or who become members shall be deemed to provided they pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly dues and periodic assessments uniformly required of all members of the Local Union.”

“The Company agrees to deduct from the pay of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Company further agrees to deduct the Union dues automatically from the wages of new or rehired employees’ first pay. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company’s four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement or electronic remittance of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction.”

Please complete a sample of the attached Membership Application immediately and return it to your Company so they can forward it to the UFCW, Local 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 INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.	
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE	I hereby authorize the use of my S.I.N. for identification purposes and to verify union dues received and make payments to me as requested. (Cross out this line if you do not wish to agree.)
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HERE (D/M/Y)				
COMPANY NAME	DEPT. NO./LOCAL	DEPT. /MENT/NO.				
CLASSIFICATION	PHONE NO.	FULL-TIME	CASUAL	PART-TIME	OTHER	
I hereby declare that the information provided in this application is true and correct. I agree that all monies paid by me shall be forwarded to the United Food & Commercial Workers International Union and I agree to represent me for the purposes of collective bargaining and handling of grievances and other matters relating to my employment through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has a commitment from third parties that receive personal information who've 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