

**ARYZTA LIMITED**

FROM: January 23, 2017

TO: December 31, 2022

# President's Message



Dear Member,

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,  
President UFCW Local 832



# ARYZTA LIMITED

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**EXPIRY: December 31, 2022**

**AGREEMENT BETWEEN:**

**ARYZTA LIMITED (the "Employer")**

**AND:**

**UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION, LOCAL NO. 832**, chartered  
by the United Food & Commercial  
Workers International Union (the  
"Union").

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

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

**ARTICLE 1 NATURE OF THE BARGAINING UNIT**

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of **Aryzta Limited**, working in the City of Winnipeg, in the Province of Manitoba, except sales employees, office staff, and company officials who act in a confidential or supervisory capacity and those excluded by the Act.

1.02 The Employer shall provide the Union whenever changes are made, with a list of the names of all management contact(s) or their designate(s).

1.03 The Employer shall provide the Union with a list, **in Excel format**, 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 The Employer agrees not to enter into any other agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement.

1.05 If the Employer sells all or part of its operation, the obligation of the Employer and the purchaser, as well as the continued effort of this Collective Bargaining Agreement, shall be determined by and limited to the applicable provincial or local legislation governing such events.

## **ARTICLE 2**            **DEFINITIONS**

### 2.01                    **Full-time**

A "full-time" employee is one who regularly works the hours specified in Article 7.01.

### 2.02                    **Part-time**

A "part-time" employee is one who may be scheduled to work less than full-time hours as specified in Article 7.01. Part-time employees shall be covered in all respects by this Collective Agreement, except where specifically indicated otherwise.

### 2.03                    **Masculine or Feminine Gender**

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

### 2.04                    **Plural and Singular**

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

### 2.05                    **Lay-off**

Lay-off of an employee shall be deemed to occur when an employee is removed from the work schedule for two (2) weeks or more due to lack of work.

### 2.06                    **Employee**

An "employee" is a person employed by the Employer and covered by this Agreement as defined in Article 1.01.

2.07                    **Promotion**

A promotion shall mean the transfer of an employee to a higher level position of more responsibility as well as salary.

2.08                    **Demotion**

A demotion shall mean the transfer of an employee to a lower level position of less responsibility as well as salary.

**ARTICLE 3                    NO CONTRACTING OUT**

3.01                    The Employer retains the right to continue its past practise of transferring work among its sister facilities, but will not otherwise contract out any work now being performed by members of the bargaining unit, except in emergencies, for work which cannot be performed by bargaining unit employees, or as outlined in Articles 3.02 and 3.03 below.

3.02                    The Employer agrees to make reasonable effort to maintain and build upon the work performed by bargaining unit members. In the event the Employer feels it must contract out work due to efficiency or economic reasons, it shall first provide the Union with notice and an opportunity to bargain.

3.03                    Construction and installation is not work normally performed by the bargaining unit and is, therefore, not subject to any contracting out restrictions.

3.04                    Supervisors and other non-bargaining unit employees shall not normally perform bargaining unit work. The Union, however, acknowledges that the nature of the workforce is such that supervisors or other non-bargaining unit employees sometimes assist with bargaining unit work. The Employer agrees that supervisors or non-bargaining unit employees will not perform work normally done by bargaining unit employees so as to cause layoff or prevent recall from layoff of bargaining unit employees.

**ARTICLE 4                    UNION SHOP**

4.01                    The Employer 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 Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members, whether part-time or full-time, 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. The term "hired or rehired" shall not apply to employees who are on lay-off.



4.02 The Employer agrees to provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee his or her responsibility in regard to the payment of Union dues and initiation fees.

4.03 The Employer agrees to forward Exhibit One, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Employer.

4.04 The Employer 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. In consideration of the foregoing clause, the Union shall hold the Employer harmless with respect to any liability the Employer may incur as a result of such obligation.

## **ARTICLE 5 DEDUCTION OF UNION DUES**

5.01 The Employer agrees to deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer 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 Employer to the Secretary-Treasurer of the Union within twenty-one (21) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and social insurance numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque, with the names of employees who have terminated their employment during the reporting period and any name change of employees.

5.02 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made.

5.03 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.

5.04 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T-4 slips. T-4 slips will be issued as soon as possible at the end of each calendar year but no later than February 28<sup>th</sup> annually.

**ARTICLE 6            PROBATIONARY PERIOD**

6.01                    Any employee who is hired by the Employer shall be on probation for their first sixty (60) days worked.

6.02                    The Employer, at its discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration provisions as set out in this Agreement.

**ARTICLE 7            HOURS OF WORK**

7.01                    **Work Week/Full-time Employees**

The work week for payroll purposes shall commence at 12:01 a.m. on Sunday and shall end at midnight on the following Saturday.

**(a)    Production Department**

**All employees in Production Department classifications shall work an eight (8) hour shift schedule.**

The normal basic work week for full-time employees shall be forty (40) hours to be worked in five (5) consecutive shifts at eight (8) hours per day from Sunday to Saturday inclusive. **Shift schedules will be determined by the Employer based on operational demands, while seeking to provide as much consistency as reasonably possible.**

**(b)    Maintenance, Warehouse and Sanitation Departments**

**All employees in Maintenance, Warehouse and Sanitation Department classifications shall work a twelve (12) hour shift schedule.**

**Shift schedules will be determined by the Employer based on operational demands, while seeking to provide as much consistency as reasonably possible.**

7.02                    **Consecutive Hours of Work**

With the exception of the meal period, an employee's shift for the day shall be comprised of consecutive hours of work, unless otherwise mutually agreed to between the Employer and the employee concerned.

7.03                    **Work Week/One General Holiday**

In a week in which one (1) general holiday occurs the normal work week for full-time employees shall be thirty-two (32) hours to be worked over a four (4) day period during that week.

7.04                    **Work Week/Two General Holidays**

In a week in which two (2) general holidays occur, the normal work week for full-time employees shall be twenty-four (24) hours to be worked over a three (3) day period during that week.

7.05                    **Work Schedules**

The Employer shall post a weekly work schedule by noon every Thursday, for the week following, commencing with the next Monday. Once posted, the shift schedule may not be changed without twenty-four (24) hours prior notice, except in cases of emergency. Emergency shall mean unscheduled absence of employees, breakdown of machinery, or happenings or events beyond the Employer's control. Employees will be notified of all changes to the schedule. Management shall make every effort to fill shifts where there is an unscheduled absence of employees. With Management permission, and providing no overtime is incurred, employees will be allowed to switch shifts.

7.06                    **Normal Hours of Work**

The normal hours of work set out herein shall not be considered to be a guarantee of work or pay.

7.07                    **Full-time Working Force**

The Employer agrees to maintain a full-time working force of not less than fifty-eight (58%) percent of the total working force in the bargaining unit.

7.08                    **Time System**

The Employer shall provide a time system to enable employees to record their own time for payroll purposes. Employees shall record their own time at the time they start and finish work. Employees shall be entitled to review their time records upon request. The Union representative shall be entitled to review and, if necessary, make a copy of an employee's completed time record.

7.09                    **Emergency Pay**

If the public transportation system for the City of Winnipeg is not operating due to inclement weather, employees shall not be required to report for work, and shall be entitled to their unused vacation to offset their lost wages.

7.10 **Time Off Between Shifts**

All employees shall have at least ten (10) hours off between the end of a shift and the start of the next, unless the employee agrees otherwise.

**ARTICLE 8 MEAL AND REST PERIODS**

8.01 **Meal Periods**

(a) **Production Department**

Employees will be entitled to one (1) uninterrupted meal period, with pay, of thirty (30) minutes' uninterrupted duration in each eight (8) hour shift.

Meal periods for all Production employees shall be taken at approximately the mid-point of their daily shift.

(b) **Maintenance, Warehouse and Sanitation Departments**

Employees will be entitled to two (2) thirty (30) minute meal periods in each twelve (12) hour shift. The first meal period will be without pay and will be taken within the first eight (8) hours of the shift. The second meal period will be with pay and will be taken after ten (10) hours into the shift. If the employee does not work ten (10) hours or more, the second meal period will not be earned. The Employer may schedule a meal period and a rest period together (for a combined forty-five (45) minutes).

8.02 **Rest Periods**

(a) **Production Department**

A person working a daily shift shall receive two (2) uninterrupted fifteen (15) minute rest periods with pay, which shall be in addition to the uninterrupted meal period as provided for in 8.01(a) above. One (1) rest period shall be taken at the approximate midway period during the first half of said daily shift and the other rest period shall be taken approximately during the mid-period of the second half of said daily shift.

(b) **Maintenance, Warehouse and Sanitation Departments**

Employees will be entitled to two (2) fifteen (15) minute rest periods in each twelve (12) hour shift, the first without pay and the second with pay.

Employees required to work more than one (1) hour after the completion of a twelve (12) hour shift will be entitled to one additional fifteen (15) minute rest period with pay, which will be taken at the end of the scheduled twelve (12) hour shift, prior to the start of the overtime. For each additional two (2) hours of overtime worked over and above the first one (1) hour of overtime, employees will be entitled to an additional fifteen (15) minute rest period with pay.

**ARTICLE 9 OVERTIME**

9.01 (a) **Production Department**

All time worked in excess of **eight and a half (8.5)** hours in any one (1) day or in excess of **forty-two and a half (42.5)** hours **within five (5) shifts** in any one (1) **work** week shall be paid for at the rate of time and one-half (1½) the employee's regular hourly rate of pay.

Employees who work additional shifts over and above the aforementioned five shifts in a work week (i.e. a 6<sup>th</sup> or 7<sup>th</sup> shift) shall be paid for all time actually worked during such additional shifts at the rate of time and one-half (1½) the employee's regular hourly rate of pay; however, the half-hour paid meal breaks during such shifts shall be paid at the employee's regular hourly rate of pay.

(b) **Maintenance, Warehouse and Sanitation Departments**

All time worked in excess of twelve and a half (12.5) hours in any one (1) day or in excess of forty-eight (48) hours in any one (1) work week, shall be paid for at the rate of time and one-half (1½) the employee's regular hourly rate of pay. Employees who work additional shifts over and above a full-time work week schedule (i.e. an 8<sup>th</sup> or 9<sup>th</sup> shift in a two-week schedule cycle) shall be paid for time actually worked during such additional shifts at the rate of time and one-half (1½) the employee's regular hourly rate of pay; however, the half-hour paid lunch breaks during such shifts shall be paid at the employee's regular hourly rate of pay.

9.02 The Employer retains the sole discretion to determine in each instance if overtime work is required, and how much overtime work will be needed. Unscheduled overtime (overtime that is determined necessary only the date it is required i.e. as a result of breakdown or unexpected production change) shall be offered in descending order of seniority to employees on the shift in the work area in which the overtime is required. If no one accepts the overtime, the junior qualified employees in the work area must then work the overtime when directed to do so by the Employer.

In instances involving scheduled overtime (overtime that is known in advance of the date it is required i.e. weekends), the overtime assignment will be offered by seniority to the employees in the classification where overtime work is required. If no one accepts the overtime the junior qualified employees capable of performing the required overtime work must work the overtime when directed to do so by the Employer.

9.03 Time off will not be given in lieu of overtime pay.

9.04 An employee requested to work overtime will be asked as far in advance as possible but no less than two (2) hours prior to when the overtime is required. In the unusual circumstance that less than two (2) hours' notice is possible, employees will be given paid time to make necessary phone calls to see if it is possible to rearrange their plans for the day.

9.05 There will be no duplication or pyramiding of overtime and other premium pay for any reason.

## **ARTICLE 10 GENERAL HOLIDAYS**

10.01 The following days shall be recognized and considered as general holidays, for which all employees shall receive holiday pay as provided in this Article:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

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

10.02 In order to qualify for holiday pay, employees must work their scheduled work day immediately before and after the holiday, and must work their shift on the holiday when scheduled, unless they are excused for vacation and other paid leaves of absence, or illness or injury verified by medical certificate.

10.03 If a general holiday occurs during an employee's vacation, the employee, at his or her discretion, shall take either an extra day's vacation with pay at a time mutually agreed upon between the Employer and the employee or an extra day's pay.

10.04 When a general holiday or holidays falls on a day or days where the Employer's operation is normally closed, the Monday or Friday prior to or following the holiday will be designated as the holiday, except as legally required. In the event that a holiday listed in 10.01 falls on a weekday other than Monday or Friday, it may be observed on a Monday or Friday at the Employer's discretion, except Christmas Day, Boxing Day or New Year's Day.

10.05 All employees who work on a minimum of fifteen (15) of the thirty (30) calendar days immediately preceding a general holiday and who would otherwise have qualified, shall receive pay for the holiday in an amount equal to the greater of eight (8) hours pay at their regular rate of pay or five (5%) percent of their total wages earned excluding overtime in the twenty-eight (28) day period immediately preceding the holiday.

All employees who work on less than fifteen (15) of the thirty (30) calendar days immediately preceding a general holiday and who would otherwise have qualified, shall receive pay for the holiday in an amount equal to five (5%) percent of their total wages earned excluding overtime in the twenty-eight (28) day period immediately preceding the holiday.

10.06 All employees working on general holidays as designated in Article 10 of this Agreement, shall be paid the regular hourly rate they would have received had they not worked, plus an additional time and one-half (1 1/2) time of said hourly rate for **any shift scheduled on a general holiday. If an employee is scheduled off on a general holiday or receives a day off in lieu, the employee shall not be entitled to overtime for any shift that carries over into, or commences on, the general holiday.**

## **ARTICLE 11      MINIMUM CALL-INS**

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

The employee will be paid their minimum call-in if they have not been notified at least one (1) hour prior to their arranged starting time.

## ARTICLE 12 RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS

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

12.02 Any employee who is temporarily assigned to work in a higher paying classification for eight (8) hours or more shall receive the higher rate of pay for all time so employed.

12.03 Any employee relieving a lead hand for eight (8) hours or more shall receive the lead hand rate for all time so employed.

## ARTICLE 13 VACATIONS WITH PAY

13.01 Except as provided below, the vacation year shall be from May 1st in any one year to April 30th the next year.

13.02 All vacation time **and vacation pay for full-time employees** must be taken within the vacation year **subject to Article 13.07, as follows:**

- (a) An employee with one **(1) year but less than three (3) years** of continuous service will receive two (2) weeks' vacation with pay, **pro-rated for any partial year of employment.**
- (b) An employee with three (3) or more years of continuous service will receive three (3) weeks' vacation with pay, **pro-rated for any partial year of employment.**
- (c) An employee with ten (10) or more years of continuous service will receive four (4) weeks' vacation with pay, **pro-rated for any partial year of employment.**
- (d) An employee with nineteen (19) or more years of continuous service will receive five (5) weeks' vacation with pay, **pro-rated for any partial year of employment.**

13.03 Each year's requirement for any employee to qualify for the respective periods of vacation with pay (as set forth above) are that they have worked for the Employer for not less than ninety-five percent (95%) of the regular working hours during a continuous twelve (12) month period. Vacation time and up to thirty (30) working days missed due to illness, leave of absence or temporary lay-off and up to sixty (60) working days missed due to a Workers' Compensation claim will be treated as time worked for the purpose of this sub-article. Vacation pay, for those who qualify above, will be equal to the employee's regular weekly earnings. Regular earnings include shift premium but not overtime.



13.04 Where an employee does not qualify for entitlement to vacation in accordance with Article 13.04 above, such employee shall be paid vacation pay on the following scale:

	<u>Entitlement</u>	<u>Vacation Pay</u>
(a)	two (2) weeks	four (4%) percent of regular earnings from the previous vacation year.
(b)	three (3) weeks	six (6%) percent of regular earnings from the previous vacation year.
(c)	four (4) weeks	eight (8%) percent of regular earnings from the previous vacation year.
(d)	five (5) weeks	ten (10%) percent of regular earnings from the previous vacation year.

13.05 The Employer agrees to allow employees to take their annual vacations consecutively, unless the employee wishes to have his/her vacation broken up.

13.06 The Employer will post a projected vacation entitlement list by no later than March 1<sup>st</sup> of each year. **Employees shall then submit their vacation request in writing no later than April 1<sup>st</sup>.** An employee who fails to indicate his/her choice of vacations within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference. If there is a conflict between employees' preferences in choices of vacation time, seniority shall be the determining factor. The Employer will post an approved vacation schedule no later than May 1<sup>st</sup> of each year. All other vacations will be approved on a first come first serve basis. The Employer shall determine the number of employees to be simultaneously scheduled for vacation.

**Any employee entitled to more than two (2) weeks of vacation entitlement shall have the option of requesting a vacation pay payout of any vacation pay in excess of the mandatory two (2) weeks of required scheduled vacation, provided that their mandatory two (2) weeks has been booked and approved. Any payout request will be provided within two (2) pay periods of the employee's written request. All employees must either book the remainder of their vacation for the year and/or provide instructions for the optional payout no later than February 1<sup>st</sup>. In the event an employee fails to notify the Employer regarding the balance of their vacation by February 1<sup>st</sup>, the Employer will have the**

**right to either schedule or pay out the remaining vacation balance at its discretion.**

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

13.08 Vacation pay shall be paid to full-time employees not later than the date preceding the day vacation commences if application has been made to the Employer in writing and two (2) weeks in advance.

13.09 Vacation pay shall be issued to part-time employees on the second pay period of May of each year unless otherwise mutually agreed to between the Employer and the employee concerned. All such vacation pay shall be issued to each part-time employee on paycheques that are separate and apart from their normal earnings.

13.10 Upon written request of the employee, the Employer shall grant time off for vacation purposes without pay to part-time employees based on the full-time employees' schedule of vacation entitlements. All such time off shall be scheduled pursuant to the Employer's normal vacation scheduling process.

13.11 A part-time employee proceeding to full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the Employer as a part-time employee and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a full-time employee to establish the appropriate yearly credit for future vacation entitlement as provided in this article. Where no record of an employee's hours exist, the most current years' hours shall be averaged and credit will be given per year based on that average.

## **ARTICLE 14 MANAGEMENT RIGHTS**

14.01 The Union recognizes and acknowledges the right of the Employer to operate and manage its business in all respects, and to make, enforce and alter from time to time, reasonable rules, regulations, policies and practices to be observed by employees. The Employer agrees that it will not exercise its rights in a manner inconsistent with the terms and conditions of this Agreement. The Employer agrees to provide the Union and the employees with notice of any new rule or changes to an existing rule prior to its implementation.

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

14.03 Without limiting the generality of the foregoing, the Employer has the right to manage the facility and direct the work of the employees, including the right to discharge, suspend, or otherwise discipline employees for just cause; to demote, transfer and promote employees; to assign them to shifts or particular operations; to allocate and assign work to employees; to establish and/or discontinue runs; to determine the amount of work needed and to lay employees off because of lack of work, or other business causes.

14.04 The Employer also retains the right to establish work schedules for employees, including the determination of the number of actual hours to be worked in any day, week or shift; to determine the number of employees necessary to operate any department, classification, or division of the Employer; to determine the management organization for each department; to select who will be hired or not hired; to utilize part-time employees; to determine the knowledge, skill, qualifications and other abilities necessary for employees; to establish or revise performance standards, including quality standards; to decide where or when training on a particular operation or job is required, how much training is required, and to establish or modify job duties and classifications.

14.05 The foregoing management rights shall not be deemed to exclude other functions not specifically covered by this Agreement. The management, therefore, retains all rights not otherwise specifically covered by this Agreement.

#### **ARTICLE 15 NOTICE OF LAY-OFF/SEVERANCE PAY**

15.01 In the event that merger with another business or automation causes regular full-time employees who have completed three (3) continuous years of service to lose employment permanently, the said regular full-time employees will be paid severance pay, in addition to the week's notice or pay in lieu thereof to which the said employees may be entitled, in the amount of one (1) weeks' pay per two fully completed continuous years of service to a maximum of six (6) weeks.

15.02 All employees in the bargaining unit who have completed their probationary period shall be entitled to one (1) weeks' notice of a lay-off or pay in lieu thereof.

#### **ARTICLE 16 PAYMENT OF MEETING ATTENDANCE**

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

16.02 Any employee who is required by the Employer to attend a meeting before or after his or her assigned working hours shall be paid for the time actually spent at the meeting and, subject to Article 9, at the employee's appropriate hourly rate of pay.

## **ARTICLE 17 STRIKES AND LOCK-OUTS**

17.01 During the term of this Agreement, there shall be no strikes, slowdowns, stoppages of work or other interferences whatsoever with the performance of the work of the Employer by its employees or the Union, nor shall there be any lockouts by the Employer.

## **ARTICLE 18 UNION REPRESENTATIVE'S VISITS**

18.01 Upon notification to the Employer when entering the premises duly authorized full-time representatives of the Union shall be entitled to visit all areas of the Employer's operations to which the employees normally have access for the purpose of interviewing and communicating with the employees on duty. The Union Representative shall not unduly interrupt, disrupt, or stop any employee who is engaged in the performance of his or her duties. When in the production area, the Union Representatives shall observe all normal Employer rules and policies regarding safety and health and sanitation.

18.02 The interview with an employee by a Union representative shall be permitted after notifying the Plant manager or his or her designated representative who is on duty at the time of such visit, and shall be:

- (a) carried on in private in a place within the Employer's premises designated by management;
- (b) held whenever possible during the employee's regularly scheduled meal or rest periods. However, when this is not practical;
- (c) held during the employee's working hours. Time taken for such interview shall be limited to five (5) minutes, and with the approval of management such interview may be longer than five (5) minutes but time taken in excess of five (5) minutes shall not be on the Employer's time; and
- (d) held at such times as shall minimize interference with the Employer's operation.

## **ARTICLE 19      SHOP STEWARDS**

19.01            The Employer agrees to recognize all Union Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit. The Employer further recognizes the right of the Shop Stewards to oversee the terms of the Collective Agreement being implemented and to present complaints and/or grievances to the Employer.

19.02            The Union Shop Steward shall, conduct union business during non-working hours. When it is not possible, the Shop Steward shall first obtain permission from the Supervisor responsible or the Plant Manager with such permission not to be unreasonably denied, and any discussions during working hours shall be limited to the time so authorized.

19.03            The Employer shall not discriminate against any member of the bargaining unit and/or Shop Steward for exercising their rights under the terms of the Collective Agreement.

19.04            Shop Stewards shall be allowed to wear their Shop Steward's badge while on duty, providing the badge complies with the Good Manufacturing Practices guidelines.

## **ARTICLE 20      LEAVES OF ABSENCE**

### **20.01            Personal Leave**

A leave of absence for personal reasons (including an illness or injury to an employee's spouse, parent or child) may be granted without pay or benefits to an employee at the discretion of the Employer. Such leave shall not exceed four (4) calendar weeks in a given year unless otherwise agreed to by the Employer. A written application must be made by the employee to the Employer and written confirmation of said leave shall be given to said employee by the Employer. Employees will be given the opportunity to maintain their benefits during any such leave by paying the premium costs. Employees may be allowed to combine vacation and the above-mentioned leave of absence. **Upon completion of a leave of absence due to illness or injury, the Employer reserves the right to require that the employee provides a doctor's note, at the employee's expense, to confirm that the employee is fit to return to work. Failure to provide such note may result in the employee not being able to return to work until said note is provided due to liability issues.**

**Where an employee needs to extend a leave of absence due to illness or injury, the Employer reserves the right to require that the employee provides a doctor's note, at the employee's expense, explaining the need for such extension. Failure to provide a doctor's note may result in disciplinary action against the employee in accordance with Article 28.**

20.02

**Conventions/Conference/Education Leave**

A leave of absence without pay, for the purpose of attending conventions/conferences and/or education seminars, shall be granted to bargaining unit employees by the Employer, upon receiving a written request from the Union. Time off shall not be granted to more than two (2) employees at any one time unless otherwise mutually agreed to between the Employer and the Union and the duration of any such leave shall not exceed ten (10) calendar days per occasion. The Union shall give the Employer written notice not less than fourteen (14) days before the requested leave is to commence. A request for an extension of any such leave of absence must be made prior to the expiration of the leave already granted and shall be considered in relation to existing working conditions.

20.03

**Union Leave**

A leave of absence without pay to attend to Union business shall be granted to an employee. Two (2) weeks advance notice shall be given to the Employer indicating that such leave is required and unless otherwise agreed to by the Employer no more than one (1) bargaining unit employee shall be entitled to such leave at any one time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Employer and the Union.

20.04

**Negotiations Leave**

The Employer agrees to allow a maximum of four (4) employees time off, without pay, for the purpose of attending negotiations for the renewal of the Collective Agreement. In such case, the Employer agrees to pay the employees as if they had worked and to bill the Union accordingly.

20.05

**Jury Duty Leave**

On presentation of court documentation, any employee who must serve as a juror, shall be paid the difference between his or her regular wage and the amount of compensation received from the court. This procedure shall apply for each day that the employee is required to act as a juror.

20.06

**Witness Leave**

On presentation of court documentation, any employee who must serve as a witness on behalf of the Crown or the Employer, or who is subpoenaed, shall be paid the difference between his or her regular wage and the amount of compensation received from the court, except when the misconduct of the employee is the cause of the appearance. This procedure shall apply for each day that the employee is required to act as a witness.

20.07

### **Bereavement Leave**

Bereavement leave of up to three (3) consecutive scheduled working days with pay shall be granted in the event of the death of a member of an employee's immediate family. The term immediate family shall mean: spouse, common-law spouse, parent, child, brother or sister, mother-in-law, father-in-law, grandparent, stepparent and stepchild.

Unpaid bereavement leave of up to three (3) consecutive days shall be granted for aunts, uncles, nieces, nephews and close friends and neighbours who are considered family members upon reasonable verification of the need for the leave.

Additional days off without pay may be granted by mutual agreement between the employee and Employer.

Bereavement leave shall be extended by up to two (2) additional scheduled working days with pay for the reason of travel to attend the funeral when the funeral is held outside of North America. Such payment shall be subject to verification by the Employer.

20.08

### **Maternity Leave**

A female employee who has completed six (6) consecutive months of employment shall be granted a maternity leave of absence without pay by the Employer. Said employee will give four (4) weeks' notice prior to commencing the leave, unless due to medical reasons, a shorter notification period is given. Said employee shall be re-employed by the Employer after the birth and must return to work within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

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

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

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

**Parental Leave****(A) Entitlements**

Every employee who has completed six (6) consecutive months of employment and

- (a) who,
  - (i) becomes the natural parent of a child, or
  - (ii) assumes actual care and custody of a newborn child, or
  - (iii) adopts a child under the law of a province; and
- (b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to thirty-seven (37) weeks.

**(B) Commencement of Leave**

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

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

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

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



(D) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the position occupied at the time such leave commenced.

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

Information regarding these leaves can be found at the Employment Standards website at [www.gov.mb.ca/labour/standards](http://www.gov.mb.ca/labour/standards).

**ARTICLE 21 SENIORITY**

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

21.02 Seniority shall accumulate during all paid and unpaid authorized leaves of absence, during all lay-offs, and during all periods of sickness and/or injury.

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

- (a) is duly discharged by the Employer and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b) voluntarily quits, resigns or retires;
- (c) is laid off continuously for more than twelve (12) months;
- (d) is recalled back to work after a lay-off and does not return to work within five (5) calendar days of receiving a registered letter to his or her last known address advising of the recall;
- (e) is absent from work without a written leave of absence for more than three (3) consecutive working days unless there are extraordinary circumstances excused by the Employer;

- (f) fails to return to work on the completion of an authorized leave of absence, unless there are extraordinary circumstances excused by the Employer;
- (g) accepts other employment while on leave without prior written authorization;
- (h) misrepresents the basis for a requested leave of absence.

21.04 In all matters of promotion, demotion, awarding of a new full time position or vacancy, relieving another employee in a higher paying classification for eight (8) consecutive hours or longer, layoff, recall after layoff and reduction to part time, seniority, qualifications, skill and ability will be considered. Where qualifications, skill and ability among competing applicants are relatively equal, then the most senior employee who applied shall be selected.

21.05 The Employer shall determine the number of positions available for choice of shift selection on each shift. While operations are in the normal range of production capacity, meaning that a minimum of two (2) of the three (3) shifts referred to below are functional, senior employees may select and shall be allowed to remain on a shift where such a shift is in operation, without rotation through the other shifts, on the following basis:

- (a) up to twenty five (25) positions on the morning shift;
- (b) up to twenty five (25) positions on the afternoon shift; and
- (c) up to twenty five (25) positions on the night shift.

Based on reductions in production requirements, the Employer may decrease the number of positions available for shift selection by seniority. In the event of a decrease in the number of positions available for shift selection by seniority, the affected employees shall be given two (2) weeks' notice.

In the event that a senior employee should lose their current preferred shift due to a reduction in production requirements, they may request and if so, shall be allowed to move to another shift in the same classification where a more junior employee is working.

Upon choosing a shift, such employees will remain on that designated shift so long as such shift remains available, or until such time as they post into another position. All other employees will be scheduled to rotate through the shifts.

The Employer shall retain the right at all times to see that the required number of experienced employees, possessing the necessary skills for the work involved, are available on each shift to ensure proper and efficient operation.

21.06 Employees within the bargaining unit, who accept a position with the Employer which places them outside of the bargaining unit, shall continue to accumulate seniority for the purpose of this Agreement, for a period of six (6) calendar months. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the six (6) month period if they so choose. The Employer shall also have the right to return said employees to their former job at any time during the six (6) month period if it chooses. Employees who remain outside of the bargaining unit for a period in excess of six (6) calendar months shall be allowed to retain but not accumulate seniority for a further six (6) months.

21.07 Seniority for full-time employees shall apply amongst full-time employees and it is agreed that all full-time employees shall have seniority over part-time employees. Part-time employees shall have seniority only over other part-time employees.

21.08 A part-time employee proceeding to full-time shall be placed at the bottom of the full-time list.

21.09 A full-time employee who is reduced to part-time will be placed at the top of the part-time list and will be given first opportunity to be reinstated to full-time.

21.10 No full-time employee shall be laid off by the Employer unless all part-time employees have been laid off first.

21.11 No new employees shall be hired by the Employer so long as there are employees who are on layoff status who are able and willing to perform the work required.

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

21.13 Part-time employees shall, wherever possible, be scheduled on an equal basis for the first thirty-two (32) hours in any given week. Seniority and ability to perform the assigned work shall, wherever possible, govern scheduling of hours for part-time employees after the first thirty-two (32) hours per week. When scheduling after the first thirty-two hours per week, the Employer shall not schedule part-time employees to exclude the hiring of a full time position, unless the ratio of full-time employees is greater than fifty-eight (58%) per cent of the total working force in the bargaining unit.

21.14 To be eligible for recall, employees must file their name and current address with the Employer at the time of lay-off.

21.15 Employees who begin work on the same day will be ranked for seniority purposes based on date of application for employment and then, if those are the same, by Social Insurance Number.

21.16 The Employer shall provide the Union in January, April, July and October of each calendar year, with an up-to-date seniority list of all full-time and all part-time employees covered under the terms of the Collective Agreement. The seniority list will contain the employee's start date, classification and hourly rate of pay. A copy shall be posted on the bulletin board located on the Employer's premises and a copy shall be given to the Shop Stewards and sent to the Union Office.

## **ARTICLE 22      JOB POSTING**

22.01 All vacancies and new positions shall be posted in places accessible to all employees for a period of **at least** seven (7) calendar days, **up to a maximum of twenty-one (21) calendar days, at the Employer's discretion.** The notice shall set out the qualifications, classification, shift(s) to be worked, and the effective date of the position.

22.02 All vacancies and new positions shall be awarded within fourteen (14) calendar days following the end of the posting period and the Union stewards will be notified in writing of the successful applicant. At the same time, the Union office will be faxed a copy of such notice **as well as provided with a list of all applicants for the position.** Any such vacancy and new position will be filled within a further seven (7) calendar days.

22.03 In the event the Employer does not fill the job immediately, the Employer will meet with the applicable Union Steward and/or Union Representative to discuss the matter, and to provide reasons for the decision not to fill the job immediately.

22.04 If no qualified candidate applies or no bid is received, the job may be filled by the Employer from any other source.

22.05 Temporary vacancies will be filled at the Employer's discretion, giving primary consideration to seniority and ability. Vacancies of more than twenty-eight (28) calendar days will be posted and filled in accordance with the provisions contained in Article 21.04.

22.06 An employee's first thirty (30) calendar days in a vacancy and/or new position will be considered a trial period. During this first thirty (30) calendar days the Employer may, subject to the grievance procedure, move an employee back to their previous position. An employee will, upon request, be allowed to return to their previous position within the **first** twenty-one (21) calendar day period. **If the position is vacated because an employee fails to successfully complete the trial period or leaves the posted position for any reason during the trial period, the Employer may forego posting the vacancy under Article 22.01 and select the next best qualified candidate from the original posting for the vacancy or new position.**

Should an employee not meet the pre-determined performance standards of the vacancy and/or new position following the aforementioned thirty (30) calendar day trial period, the Employer may, at its discretion, offer the employee the option to be transferred or demoted into another position as an alternative to disciplinary action that may be up to, and include, termination. In order to qualify for such offer, the employee needs to be qualified for, and considered to have the skills and abilities necessary to fulfill the requirements of the new position being offered by the Employer. If more than one such position is available, the Employer will determine which position the employee will be transferred or demoted to. The Employer is not required to post any vacancy that is filled in accordance with this Article.

22.07                    **New Hires** – Newly hired full-time employees who have been hired in a full-time classified position, will not be eligible for one (1) year to apply for any other job posting that comes up.

Newly hired part-time employees are eligible to apply for classified full-time positions. If they are awarded the full-time classified positions, they will not be eligible to apply for any other job posting for one (1) year.

22.08                    **Existing Employees** - Employees that have successfully bid into a job will not be eligible to bid for a new job posting if they are still on the trial period for the previous successful bid.

## **ARTICLE 23                    TECHNOLOGICAL CHANGE**

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

In the event of a technological change occurring during the life of this Agreement which shall displace or adversely affect a significant number of employees in the bargaining unit:

- (a)     The Employer shall notify the Union at least ninety (90) days before the introduction of the technological change, and provide the Union with the nature of the technological change, date of technological change, approximate number of employees likely to be affected and the effect of the technological change in the bargaining unit.
  
- (b)     The Employer and the Union will meet as soon as possible prior to the intended date of implementation of the technological change, for the purpose of negotiating reasonable provisions to protect the interests of the employees affected.

- (c) The Employer shall make reasonable efforts to assist employees to adjust to the effects of the technological change. The Employer agrees to make reasonable efforts to transfer displaced employees to other positions, where possible. The Union shall cooperate in this adjustment process, including encouraging retraining where necessary.

23.02 Article 23.01 is intended to assist employees affected by any technological change and accordingly, the relevant sections of the Manitoba Labour Relations Act do not apply during the term of this Collective Agreement.

## **ARTICLE 24 SAFETY AND HEALTH**

24.01 The Employer agrees to a joint Labour/Management Safety and Health Committee which shall meet monthly during regular working hours and which shall conduct safety tours of the Employer's operation. **The committee shall consist of four (4) persons representing the Employer appointed by management among non-bargaining unit employees and four (4) person representing the Union who shall be elected among bargaining unit employees within six (6) months following the ratification of every Collective Agreement.** The full-time Union Representative may also attend these meetings from time to time.

24.02 Time spent during regular working hours shall be considered time worked during these Labour/Management Safety and Health Committee meetings and safety inspections. 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 **within seven (7) calendar days of the meeting taking place.** Members of the Union committee shall be afforded the opportunity to fax the minutes to the Union office. 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.

### 24.03 **Ergonomics**

The Employer and the Union agree that the Labour/Management Safety and Health Committee responsibilities include ergonomics and prevention of injuries.

24.04 The Employer agrees to provide time off, with pay, to a maximum sixteen (16) hours or two (2) days, whichever is the greatest, per year for the purpose of allowing members of the Health and Safety Committee to attend Safety and Health seminars, and courses or conferences for job improvements. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union.

24.05 The Employer shall continue to provide a staff room and washrooms for the employees.

24.06 Each employee in the bargaining unit shall be provided with a locker.

24.07 The Employer agrees to provide adequate first aid supplies within the Employer's operations and, as well, the Employer agrees to supply and install an eyewash station.

24.08 **Right to Refuse**

In situations where an employee believes on reasonable grounds that a safety and/or health hazard exists, the employee shall first report his or her concerns to his/her supervisor or to any other person in charge of the workplace. 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 reasonably believe that a safety and/or health hazard exists, the Employer shall report the concerns to the joint Labour/Management Safety and Health Committee. If immediate action to correct the situation is still not taken or if the employee is told that corrective action is not necessary but nevertheless continues to reasonably believe that a safety and/or health hazard exists, the employee is 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 Employer's premises to inspect the concerns first hand. During this time period the employee shall be assigned to perform other job functions that he or she is capable of doing and shall continue to receive full pay even though he or she is refusing to perform that particular job function.

24.09 **Medical Examinations**

In the event the Employer requires an employee to take a medical examination, it shall be performed in a timely manner by a doctor of the employee's choice and all costs related to the medical examination which are not covered by Medicare will be paid by the Employer. The Employer also reserves the right to obtain a second opinion from a doctor mutually acceptable to the employee and the Employer and all costs related to the medical examination which are not covered by Medicare will be paid by the Employer.

The Employer acknowledges that medical examinations are confidential. However, the Employer is entitled to obtain medical documentation confirming;

- (a) whether or not the employee is fit to return to work; and
- (b) if the employee is not fit to return to work, the relevant medical diagnosis and specific restrictions preventing the return to work and/or the need for accommodation, and an approximate date of when the employee will be able to return to work.

**ARTICLE 25            WAGES**

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

25.02            Hourly rates of pay for any new classification that the Employer wishes to establish shall first be discussed with the Union. The Employer shall have the right to temporarily establish an hourly rate to be paid until the regular hourly rate of pay for this new classification has been agreed upon. If the Employer and the Union cannot reach an agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The Employer and the Union mutually agree that an arbitrator appointed in accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the Employer and the Union further agree that the arbitrator's decision shall be final and binding upon all parties concerned. As soon as the hourly rate of pay for such new classification has been finalized, a new Appendix "B" that has been revised to include this new classification shall be prepared by the Union. Said new classification shall then form part of the existing Collective Agreement between the parties.

25.03            New or rehired employees shall be classified according to previous comparable experience for the purpose of establishing wage rates.

25.04            Employees will be paid every second Friday, by way of direct deposit to the financial institution of the employee's choice. Pay stubs with all deductions will be made available to employees, every second Friday.

**ARTICLE 26            SHIFT PREMIUMS**

26.01            **Evening Shift Premium**

Any employee who works the majority of their hours between 5:00 p.m. and midnight will be paid an evening shift premium in addition to their regular hourly rate of pay in the amount of thirty-five (35¢) cents per hour for each such hour and portion of an hour worked during those hours.

26.02            **Midnight Shift Premium**

Any employee who works the majority of their hours between midnight and 8:00 a.m. will be paid a midnight shift premium in addition to their regular hourly rate of pay in the amount of fifty (50¢) cents per hour for each such hour and portion of an hour worked during those hours.



26.03 Evening shift and midnight shift premiums will be included in General Holiday and vacation pay calculations.

## **ARTICLE 27 COURT'S DECISION**

27.01 In the event that any sections or portions of this Agreement are determined to be improper or invalid by a court of law or labour board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

## **ARTICLE 28 DISCIPLINE/DISCHARGE**

28.01 A Shop Steward, or in the absence of a Shop Steward, another employee in the bargaining unit (of the disciplined employee's choice and who is in the workplace at the time), shall be present when a member of the bargaining unit is given a written warning or is suspended or discharged. Further, in matters including suspension or discharge, a Union Representative, if readily available, may be present. In unusual circumstances where it is necessary for the Employer to advise an employee by mail of discharge, the Union office will be mailed or faxed a copy of such notice. Absence of a full-time Union Representative shall not invalidate the discipline or discharge.

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

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

28.04 Disciplinary notices shall remain active for progressive discipline purposes for one year, excluding layoffs and leaves of absences, provided there are no further infractions within such period.

28.05 A single file for each employee shall be maintained by the Employer and shall contain a record of all disciplinary notices for that employee. Employees shall have access to their own disciplinary file during non-working hours, and upon providing the Employer with one (1) working day's written notice of their intent to do so. The Employer shall be entitled to be present during such review. Employees shall be able to obtain copies of the disciplinary notices when requested. The employee may be accompanied by a Shop Steward and/or Union Representative when reviewing their personnel file. A copy of an employee's reply to any document contained in his or her personnel file shall also be placed in the employee's personnel file.

## **ARTICLE 29      ADJUSTMENT OF GRIEVANCES**

29.01 A grievance shall be defined as any dispute arising out of the interpretation, application or alleged violation of the Agreement.

29.02 Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Employer agrees to supply such information, in writing, to the Union within a reasonable period of time from the date of the request. Where the Employer requires information regarding a grievance dealing with hours of work and/or seniority, the Union agrees to supply such information, in writing, to the Employer within a reasonable period of time from the date of the request.

29.03 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fourteen (14) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

29.04 All grievances must be submitted in writing and contain the nature of the grievance, the contract clause(s) allegedly being violated and the remedy being sought.

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

**STEP 1** By a discussion between the employee and Shop Steward and/or the Union Representative, with the employee's immediate supervisor or his/her designated appointee. The opposite party shall reply to the grievance in writing within five (5) calendar days. If a satisfactory settlement has not been reached, the grieving party may proceed to Step 2.

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

29.06 If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision, from either party, but not thereafter, the matter may then be referred to an arbitrator, selected in accordance with Article 30.

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

29.08 It is agreed by the Union and the Employer that an earnest effort shall be made to settle grievances fairly and equitably in the above manner; however, nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the grievance procedures without prejudice to their respective positions.

29.09 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the Employer may submit the grievance directly to Step 2.

### **ARTICLE 30      ARBITRATION**

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

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

30.03 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.

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

30.05 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 determining of a subject matter not covered by or arising during the term of this Agreement.

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

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

30.08 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 Agreement.

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

30.10 The Employer 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 Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

## **ARTICLE 31 BULLETIN BOARDS**

31.01 The Employer agrees to provide an enclosed bulletin board for use of the Union. The primary purpose of the bulletin board is for posting notices of Union meetings, officers or stewards, services offered to employees, as well as social events. Postings of those types do not require prior management approval. The Union shall however, show the Employer each notice it wishes to post on the bulletin board prior to doing so. The contents of those notices shall not contain any political or derogatory statements.

## **ARTICLE 32 HEALTH AND WELFARE BENEFITS REFERRAL**

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

## **ARTICLE 33 LABOUR/MANAGEMENT RELATIONS**

33.01 A Labour/Management Relations Committee shall be appointed, consisting of up to three (3) Shop Stewards from the Union and up to three (3) representatives from the Employer. Such committee shall meet on a regular basis. The full-time Union Representative may also attend these meetings from time to time. Time spent by bargaining unit employees in carrying out the functions of this committee shall be considered as time worked and shall be paid for by the Employer. The committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement.

33.02 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 be provided with a copy of these minutes, upon request. 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.

## **ARTICLE 34 TRANSPORTATION ENTITLEMENTS**

34.01 Where the place of residence of the employee is within the City of Winnipeg perimeter highway, employees whose starting or quitting times fall between 12:00 midnight and 6:00 a.m., the Employer shall provide to the employee, at the expense of the Employer, adequate transportation during that time frame to the place of residence or from the place of employment, or vice versa.

34.02 Employees in need of transportation will inform the Employer prior to the beginning and/or end of any such shift.

34.03 No employee shall use their own vehicle when performing work for the Employer unless they voluntarily agree to do so. Employees who voluntarily agree to use their own vehicle shall receive a vehicle allowance in the amount of forty (40¢) cents for each kilometre that the employee's vehicle was used for such purpose.

## **ARTICLE 35 TRAINING PROGRAM**

35.01 All employees who have completed one year of service are eligible to participate in the Training Program.

35.02 Employees are encouraged to take Employer approved courses of an educational or vocational nature, including apprenticeship, to help them better their job performance or increase their opportunities for advancement. Approved courses must be directly or indirectly beneficial to the Employer.

35.03 The Employer agrees to reimburse each participant in a pre-approved Training Program for the actual course cost and general fee (to a maximum of the cost at a public institution i.e. Red River Community College) upon submission of receipts and proof of successful completion of each step of the approved Training Program.

35.04 In the event an employee voluntarily leaves the employ of the Employer within two years after the date of receiving a tuition refund, the employee will reimburse the Employer for all expenses paid on such employee's behalf within the previous two years only. Such amount to be repaid, by payroll deduction, no later than the employee's last day of employment with the Employer.

## **ARTICLE 36 WORKERS COMPENSATION BENEFITS**

36.01 When an employee is unable to work as a result of an injury or illness incurred in the course of his/her duties, the employee shall inform the Employer 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 Employer shall be provided within seven (7) calendar days.

36.02 The Employer agrees to pay any employee injured during a shift for the balance of the employee's scheduled shift, providing the employee files a Workers Compensation claim and provides a medical certificate from a duly qualified medical practitioner.

36.03 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 Employer agrees to immediately provide for the employee to commence receiving their paid sick leave and/or long term disability benefits that are provided for in the Collective Agreement and that would otherwise have been available to the employee. In such instances the employee agrees that if their appeal is accepted by the Workers Compensation Board the Employer or insurance carrier, as the case may be, shall then be reimbursed for all monies owing to them.

**ARTICLE 37 HARASSMENT/ABUSE**

37.01 The Employer and the Union agree that no form of harassment and/or abuse shall be condoned in the workplace. The Employer's Harassment/Abuse Policy shall be posted in a prominent position in the workplace.

37.02 **No Discrimination**

The Employer and the Union agree that neither will discriminate against any employee in any term or condition of employment because of an employee's race, colour, ancestry, creed, religion, sex, sexual orientation, disability, age, marital or family status, national origin, political belief, physical or mental disability, or any other prohibited basis of discrimination under applicable federal or provincial laws.

**ARTICLE 38 UNIFORMS AND PROTECTIVE CLOTHING**

38.01 The Employer shall supply each employee daily with clean hair nets to wear during working hours.

38.02 **Uniforms**

The Employer will designate, provide, maintain and launder appropriate numbers of uniforms for each employee in the bargaining unit.

38.03 **Footwear Allowance**

Employees who are currently required to wear steel-toed safety footwear during working hours shall have the cost of purchasing such footwear reimbursed to them by the Employer up to a maximum of **one hundred and seventy-five (\$175.00)** dollars every twelve (12) months. Production employees will be reimbursed up to a maximum of **eighty-five (\$85.00)** dollars on the purchase of safety footwear. Employees shall be entitled to purchase same at a place of their choosing. To receive compensation the employee must provide the Employer with an original receipt verifying the purchase. Such compensation shall be added to the employee's regular pay and shall not be taxed. Employees who receive such allowance must wear their safety footwear while at work.

**ARTICLE 39 APPENDICES AND LETTERS OF UNDERSTANDING**

39.01 The Employer agrees that all Appendices and Letters of Understanding that are attached to the end of this Agreement shall be considered as forming part of the Collective Agreement for all purposes except as otherwise specified in the letter or appendix itself.

**ARTICLE 40            PARKING/PLUG-INS**

40.01                    Consistent with current practice, the Employer shall provide free parking and plug-ins to employees.

40.02                    The Employer agrees to provide and maintain appropriate lighting for the parking lot.

**ARTICLE 41            LUNCHROOM AMENITIES**

41.01                    The Employer shall provide microwave ovens, fridges, paper towels, and drink and snack machines for employees to use as required.

**41.02                    Quality Assurance Locker Verification**

                                 It is understood that employee lockers may only be entered in the presence of the employee and/or Shop Steward, or in their absence, another member of the bargaining unit **for the purpose of quality assurance audits or when the Employer has reasonable & probable grounds to believe that an employment offence may have been committed.**

**ARTICLE 42            EDUCATION AND TRAINING TRUST FUND**

42.01                    The Employer shall contribute fifteen hundred (\$1,500) dollars on August 15, 2008, and a further fifteen hundred (\$1,500) dollars on January 23 of each year thereafter, into the Union's Education and Training Trust Fund.

**ARTICLE 43            EXPIRATION AND RENEWAL**

43.01                    This Agreement shall be in effect from January 23, **2017**, and shall remain in effect until **December 31, 2022**, 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 date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

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



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

**SIGNED THIS                      DAY OF                      , 2018.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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## APPENDIX "A"

### HEALTH AND WELFARE BENEFITS

#### A-1 Paid Sick Leave Benefits

A-1.01 Employees who have completed six (6) consecutive months of employment shall accrue a paid sick leave benefit at the rate of four (4) hours for each one hundred and sixty (160) hours paid to a maximum of two hundred and eight (208) hours. Accumulated sick leave pay shall apply from the first day of illness or accident and shall be paid for at the rate of one hundred (100%) per cent of the employees regular hourly rate of pay for each hour of such absence. Employees are not required to bring doctors' note unless requested by management to do so. The Employer will only reimburse the costs of doctors' notes that management has requested the employee to provide to them.

A-1.02 If the Employer requests verification of illness, the employee shall be required to provide suitable verification, such as an authentic medical certificate. The Employer will bear the reasonable cost of such certificate upon proof of such costs.

A-1.03 An employee, if found abusing this privilege, may be disciplined by the Employer.

#### A-2 Group Health Benefits

##### A-2.01 Eligibility

The following group health benefits coverage for employees is subject to the terms set forth in the current policy, or any successor policy provided that benefits are no less.

New employees will become eligible to join the Group Insurance Plan after they have completed six (6) months of continuous employment. Employees are considered continuously employed only if they satisfy the actively at work requirement throughout the eligibility waiting period.

Part-time employees are eligible for benefits on the first day following the date that the following conditions are satisfied:

1. The employee has one (1) year of cumulative service as reflected on the part-time seniority list.
2. The employee has averaged twenty-four (24) hours per week for a period of at least six (6) consecutive months.

3. The employee makes themselves available to work all scheduled shifts.

Part-time employees are no longer eligible for benefits if they:

1. Fail to work an average of twenty-four (24) hours per week for a period of at least six (6) consecutive months
2. Are laid off for thirty (30) or more days

Part-time employees who lose their coverage because of layoff or insufficient hours are eligible for a coverage extension (excluding disability) for a six (6) month period.

Employees who wish to join the insurance plan should do so within one (1) month of the date they become eligible. Otherwise, they will be required to submit proof of their insurability.

Routine treatment expenses are limited to a maximum of fifty (\$50.00) dollars during the first twelve (12) months.

No benefits will be paid for major treatment expenses during the first twelve (12) months.

Employees must be actively at work for their insurance to take effect. Employees are considered to be actively at work if they are not disabled and are either at work or absent for vacation, weekends, General Holidays or shift differentials.

#### A-2.02 **Life Insurance**

Life Insurance for eligible employees shall be in an amount equal to two-hundred (200%) percent of their annual earnings up to a maximum of three-hundred thousand (\$300,000) dollars. Proof of an employee's insurability is required for amounts of Life Insurance in excess of the No Evidence Maximum of two-hundred and fifty thousand (\$250,000) dollars. The employee's amount of Life Insurance will reduce by fifty (50%) percent at age sixty-five (65).

#### A-2.03 **AD&D Insurance (Principal Sum)**

Accidental Death and Dismemberment Insurance (principal sum) shall be in an amount equal to the amount of Life Insurance provided for in Appendix A-2.02 above.

#### A-2.04 **Long Term Disability Insurance**

Long Term Disability Insurance shall be in an amount equal to sixty-six point six seven (66.67%) percent of the employee's first three-thousand (\$3,000) dollars of monthly earnings plus fifty (50%) percent of the employee's remaining monthly

earnings up to a maximum of five-thousand (\$5,000) dollars or eighty-five (85%) percent of the employee's pre-disability take-home pay, whichever is less.

**A-2.05      Healthcare**

Calendar Year Deductible (per family member)	\$25.00
Calendar Year Deductible (per family)	\$25.00
Co-insurance Percentage	100%
Hospital Daily Room and Board Amount	Semi-private
Out-of-hospital Nursing Maximum	\$5,000.00
Paramedical Covered Expenses	
• for each practitioner in any calendar year	\$350.00
• x-ray maximum in any calendar year	\$50.00
Extracare Covered Expenses	
Out-of-hospital Psychologists Annual Maximum	\$350.00
Out-of-hospital Speech Therapist Annual Maximum	\$350.00
Out-of-hospital Massage Therapist Annual Maximum	\$350.00
Orthopedic Shoe Annual Maximum	\$200.00
Hearing Aid Maximum (in any 5 year period)	\$400.00
Global Medical Assistance Maximum Lodging Amount	\$1,500.00
Lifetime Maximum	Unlimited

**A-2.06      Dental Care**

Dental Fee Guide - The Provincial dental fee guide in effect on the date treatment is rendered.

Co-insurance Percentage	
Routine Treatment	100%
Major Treatment	50%
Orthodontic Treatment	50%
Routine/Major Annual Maximum	\$1,500
Orthodontic Lifetime Maximum	\$1,500
No benefits will be paid for orthodontic treatment expenses during the first twenty-four (24) months.	

**A-2.07      Vision Care**

Calendar Year Deductible (per family member)	\$25.00
Calendar Year Deductible (per family)	\$25.00
Co-insurance Percentage	100%
Eyeglass or Contact Lens Maximum (including eye exams) (twenty-four (24) month period)	\$250.00
Contact Lenses for Special Conditions	
Lifetime Maximum	\$300.00

A-2.08      **Prescription Drugs**

Drugs and medicines which are dispensed by a licensed pharmacist require the written prescription of a doctor or dentist according to the Food and Drug Act and according to Canadian or provincial legislation in effect where the drug is dispensed.

The following life sustaining drugs are considered covered expenses:

- anti-convulsants
- mydriatics, cycloplegics, miotics
- anti-anginal agents, anti-arrhythmic agents, cardiotonics, enzymatic debriding agents, topical coronary vasodilators, vasodilators and vasopressors
- bronchodilators and mucolytics
- anti-parkinsonians

No benefits are paid for:

- any single purchase of drugs or medicines which would not be used within a ninety (90) day period
- any drug or item which does not have a drug identification number as defined by Canadian federal legislation
- drugs that are registered under Division 10 of the Regulations to the Food and Drug Act
- drugs used to treat erectile dysfunction

Prescription drug coverage is limited to the deductible amount and co-insurance that an employee is required to pay under their Provincial Pharmacare Plan.

**A-3 Pension Benefits**

A-3.01      The following Retirement Plan Summary is subject to the terms set forth in the current policy, or any successor policy provided the benefits are no less. This Retirement Plan Summary outlines the details of the retirement plan and the benefits available.

Eligibility waiting period	Six (6) months of continuous employment
Enrolment in the plan	Compulsory
Employee contribution level	one and one-half per cent (1.5%) of each employee's compensation
Employer contribution level	three per cent (3%) of each employee's compensation

Investment decision	The Employer makes the investment decision for the employee's contributions and the Employer's contributions made on the employee's behalf
Normal retirement age	sixty-five (65)
Earliest retirement age	ten (10) years before the normal retirement age
Latest retirement age	December 31 of the calendar year of the employee's <b>seventy-first (71<sup>st</sup>)</b> birthday or at such a time as required under the applicable legislation
Retirement Benefit	A pension based on the accumulated value of the employee's contributions and the Employer's contributions made on the employee's behalf.
Normal form of pension	<ul style="list-style-type: none"> <li>• If the employee has a spouse or common-law partner at retirement</li> </ul> <p>A joint and survivor pension payable to the employee for their lifetime, and following their death, payments will reduce by one third (1/3) and will continue to their spouse or common-law partner for their spouse's or common-law partner's lifetime.</p> <ul style="list-style-type: none"> <li>• If the employee does not have a spouse or common-law partner at retirement</li> </ul> <p>A single life pension payable to the employee for their life with payments guaranteed for 10 years.</p>
Death benefit before retirement	A benefit based on the accumulated value of the employee's contributions and the Employer's contributions made on the employee's behalf, payable to the employee's spouse or common-law partner in the form(s) indicated below or, if the employee does not have a spouse or common-law partner, payable to the employee's designated beneficiary as a cash refund

<p>Options available to the employee's spouse or common-law partner in the event of death before retirement</p> <ul style="list-style-type: none"> <li>• If the employee has not completed two (2) years of continuous employment at the time of their death</li> <li>• If the employee has completed two (2) years of continuous employment at the time of their death</li> </ul>	<p>A cash refund or a pension</p> <p>A pension or a transfer to:</p> <ol style="list-style-type: none"> <li>(1) a prescribed retirement arrangement;</li> <li>(2) another registered pension plan; or</li> <li>(3) another insurer to buy a life annuity</li> </ol>
<p>Vesting period</p>	<p><b>Immediate</b></p>
<p>Termination of employment benefit (before completion of the vesting period)</p>	<p>The accumulated value of the employee's contributions in the form of a pension payable at their normal retirement date or a cash refund</p>
<p>Termination of employment benefit (after completion of the vesting period)</p>	<p>The accumulated value of the employee's contributions and the Employer's contributions made on the employee's behalf payable in the form of a pension payable at the employee's normal retirement date</p>

**APPENDIX "B"**

**WAGES**

**B-1 Departments/Classifications/Hourly Rates of Pay**

<b><u>Classifications</u></b>	<b>Current</b>	<b>Effective Dec 31/18</b>	<b>Effective Dec 31/19</b>	<b>Effective Dec 31/20</b>	<b>Effective Dec 31/21</b>
<b><u>Production Department</u></b>					
Production Worker/Labourer	13.37	13.44	13.57	13.71	13.84
Scorer	13.58	13.65	13.78	13.92	14.06
<b><u>Depanner/Base Loader/Revent</u></b>					
Wrapping Machine Operator	13.71	13.78	13.92	14.06	14.20
Assistant Mixer/Scaler	13.71	13.78	13.92	14.06	14.20
Line Operator/ <b>Dropper</b> Mixer	14.61	14.68	14.83	14.98	15.13
<b><u>Sanitation Department</u></b>					
Sanitation Department	13.55	13.62	13.75	13.89	14.03
<b><u>Warehouse and Freezer Dept.</u></b>					
Shipper/Receiver	16.87	16.95	17.12	17.30	17.47
Warehouse Operator	18.03	18.12	18.30	18.48	18.67
Head Freezer Operator	20.41	20.51	20.72	20.92	21.13
<b><u>Maintenance Department</u></b>					
Maintenance Worker	17.64	17.73	17.91	18.09	18.26
Maintenance Technician 1	21.25	21.36	21.57	21.79	22.00
Maintenance <b>Journeyman</b>	28.13	28.27	28.55	28.84	29.13

**B-2 Retroactive Pay**

**Effective June 3, 2018 every full time employee shall receive a retroactive payment of five hundred (\$500.00) dollars. Every part-time employee shall receive a pro-rated portion of that amount based on hours worked for a six (6) month period ending April 30, 2018.** Retroactive pay shall be issued to each eligible employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.



### **B-3 Overscaled Employees**

Employees whose hourly rate of pay exceeds the top hourly rate of pay for job classification they are working in shall not have their hourly rate of pay reduced and in addition, shall receive the same increases that are provided to other employees working in the same classification. Each such employee shall remain overscaled until such time as they are no longer employed by the Employer or until such time as they have been permanently assigned to a job classification that provides an hourly rate of pay that exceeds the overscaled hourly rate of pay that was being paid to them.

### **B-4 Lead Hand**

#### **B-4.01 Lead Hand Appointment:**

The Employer retains the sole discretion to determine the number of Lead Hands; to increase or decrease the number of Lead Hands; to appoint or reassign Lead Hands; and determine if an employee is meeting Lead Hand performance standards which standards are to be outlined to every employee prior to being appointed as a Lead Hand.

If an employee is not meeting Lead Hand performance standards, the Employer, at its discretion, may reassign the employee out of the Lead Hand position. The Employer will provide the Union with the reasons for its decision. Such reassignment shall not be considered a demotion.

#### **B-4.02 Lead Hand Shift Premium**

Effective May 11, 2018, an employee in a Lead Hand position will be paid a Lead Hand premium in addition to their regular hourly rate of pay in the amount of two (\$2.00) dollars per hour for time scheduled and actually worked as a Lead Hand.

### **B-5 Maintenance Technician Electrical/Mechanical Requirements**

To be classified and paid as a Maintenance Journeyman, an employee must be a ticketed journeyman electrician or millwright.

### **B-6 Increment Increases**

All new employees, except those working in the maintenance department, shall receive ninety four point five (94.5%) percent of their classified hourly rate of pay during their first three hundred and sixty (360) hours worked and shall thereafter receive ninety seven point five (97.5%) percent of their classified hourly rate of pay until they have worked two thousand and eighty (2,080) hours. Any such employee who has completed two thousand and eighty (2,080) hours of work shall thereafter receive their classified

hourly rate of pay. Maintenance department employees shall at all times receive their classified hourly rate of pay. Classified hourly rates of pay shall be those provided for in Appendix B-1 above.

**EXHIBIT ONE**


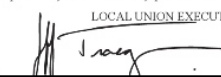
**TO: THE NEW OR REHIRED EMPLOYEE:**

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 Gourmet Baker, Inc. include the following:

**All employees shall become Union members in good standing, and shall as a condition of employment maintain union membership. All new employees hired after the date of signing of this Agreement shall, as a condition of employment, become Union members within thirty (30) days of the date of employment and shall, as a condition of employment, remain Union members in good standing. The term hired or rehired shall not apply to employees on layoff.**

**The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union as per Articles “Union Security” and “Deduction of Union Dues” of the Collective Agreement.**

Please complete a Membership Application immediately (**sample below**) and return it to your Employer 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. By signing the form below you are authorizing the Employer to provide the Social Insurance Number to the Union.

<b>MEMBERSHIP APPLICATION</b>				<b>United Food &amp; Commercial Workers Union, Local No. 832</b> 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 to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.)	
PREFERRED LANGUAGE	E-MAIL ADDRESS		DATE OF HIRE (D/M/Y)				
COMPANY NAME	TOWN/NO./LOCATION		DEPARTMENT/NO.				
CLASSIFICATION	EMPLOYER NO.		FULL-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/>		OTHER <input type="checkbox"/>
<p>I hereby declare that my application for membership in the United Food &amp; Commercial Workers International Union and within the above statements are true. I agree that all monies paid by me shall be forfeited and I shall be bound by the policies and procedures of the Union. I authorize the United Food &amp; Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I agree to the privacy and protection of personal information. United Food &amp; Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.</p>							
APPLICANT'S SIGNATURE	DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE:				
X							

*Visit the Union's website @ [www.ufcw832.com](http://www.ufcw832.com) for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.*

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**ARYZTA LIMITED** (the  
"Employer")

**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".

**MAINTENANCE DEPARTMENT WAGE ADJUSTMENT**

The parties understand that there is a need to address an ongoing recruitment issue of Maintenance Journeyman employees in the Maintenance Department.

The parties further understand that this issue, if not addressed in a timely manner, will result in the Employer being in a situation where its Winnipeg operation could be jeopardized which in turn would negatively affect the entire bargaining unit.

Based on the above, the parties agree that a wage adjustment for Maintenance Journeyman employees in the Maintenance Department is required in order to resolve the recruitment issue.

As such, a wage adjustment in the amount of \$5.87 per hour will be applied to the wages noted below on November 30, 2018 or once the first new Maintenance Journeyman is hired, whichever comes first:

<u>Maintenance Department</u>	<u>Current</u>	Effective Nov. 30/18	Effective Dec. 31/18 (0.5%)	Effective Dec. 31/19 (1.0%)	Effective Dec. 31/20 (1.0%)	Effective Dec. 31/21 (1.0%)
Maintenance Journeyman	28.13	34.00	34.17	34.51	34.86	35.21

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

**SIGNED THIS DAY OF September, 2018.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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