

DUNN-RITE FOOD PRODUCTS LTD.

FROM: JULY 1, 2016

TO: JUNE 30, 2021

President's Message



Dear Member,

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

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

Sincerely,

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

Jeff Traeger,
President UFCW Local 832



DUNN-RITE FOOD PRODUCTS LTD.

A DIVISION OF SUNRISE POULTRY PROCESSORS LTD.

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EXPIRY DATE: JUNE 30, 2021

AGREEMENT BETWEEN:

**DUNN-RITE FOOD PRODUCTS,
A DIVISION OF SUNRISE
POULTRY PROCESSORS LTD.**
hereinafter referred to as the
"Company"

AND

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

ARTICLE 1 PURPOSE

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

ARTICLE 2 RECOGNITION

2.01 The Company recognizes the Union as the exclusive bargaining agent for the plant unit of employees of the Company as defined in Article 2.02.

2.02 The term "employees" whenever used in this Agreement shall mean, effective November 5, 2017, all employees employed at the plant of the Company, at 199 Hamelin Street, in the City of Winnipeg, in the Province of Manitoba, including those employed in the kill room, eviscerating room, cutting room, box rooms, cooler, freezer, in shipping and as city delivery drivers, but excluding non-city drivers, plant and equipment maintenance employees and engineers, janitors, sales staff, buyers, office staff, retail store staff, supervisors, those above the rank of supervisors and those excluded by The Labour Relations Act (Manitoba).

2.03 The Company will provide to the Union in January and July of each calendar year a list containing the names, social insurance numbers, classifications and rates of pay of all current employees. Where the address and phone number provided by an employee to the Union are no longer current, the Union may request the employee's current address and phone number from the Company and the Company will provide such information to the Union.

ARTICLE 3 DEFINITIONS

3.01 Masculine or Feminine Gender

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

3.02 Plural and Singular

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

3.03 Layoff

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

3.04 Full-time Employee

A full-time employee shall be an employee who is normally scheduled to work forty (40) hours per week consisting of five (5) eight (8) hour work days from Monday to Friday inclusive. However, nothing in this provision shall be construed as a guarantee of hours of work per day or per week or of days of work per week.

3.05 Part-time Employee

A part-time employee shall be an employee who does not work more than sixteen (16) hours per calendar week. No employee shall work fewer than his or her normal number of hours of work or be laid off because of part-time employees working. However, nothing in this provision shall be construed as a guarantee of hours of work per day or per week or of days of work per week.

3.06 Casual Employee

A casual employee shall be an employee who does not work more

than five (5) days per month. No employee shall work fewer than his or her normal number of hours of work or be laid off because of casual employees working. However, nothing in this provision shall be construed as a guarantee of hours of work per day or per week or of days of work per week.

ARTICLE 4 DEDUCTION OF UNION DUES

4.01 **The Company agrees to deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Company further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first and subsequent pay.**

4.02 The Company will remit monthly, **by direct deposit**, the total sum of the amount so deducted to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the calendar month following the month in which the deductions were made, together with an electronic statement of the names and Social Insurance Numbers of the employees from whom the deductions were made and the amount of each such deduction. The Company will also provide the Union **by email**, when remitting the monthly payment **of Union membership dues and initiation fees**, an **electronic** report with any name change of employees, names and termination dates of employees who have terminated their employment or **retired in that accounting period and names of employees who have commenced a leave of absence during that accounting period.**

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

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

4.05 The amount of regular Union membership dues paid by an employee during a taxation year shall be shown on each employee's Statement of Remuneration Paid Form T4, Supplementary, or such other similar form furnished by the Federal Income Tax authorities, **to be provided to each employee by no later than the deadline set by the Canada Revenue Agency.**

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

ARTICLE 5 UNION SHOP

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

5.02 All new employees hired on or after the date of the signing of this Agreement shall, as a condition of employment, apply for membership in the Union. The Company will procure from new employees the necessary membership application. The Company agrees to forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of a full-time employee. The Union shall bear the expense of printing and mailing Exhibit One.

5.03 Employees who, as at the date of the signing of this Agreement, are not members of the Union may continue their employment subject to all other terms of this Agreement except the requirement to become members of the Union.

5.04 Upon receipt of a duly signed membership application, the Union shall grant membership in the Union to an employee applying for same and any employee granted membership in the Union shall be deemed to maintain membership in good standing provided the employee pays, in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular Union membership dues and periodic assessments uniformly required of all members of the Union and in this regard the Company shall not be required to discharge or discipline any employee on any ground other than for non-payment of the initiation fee, Union membership dues or assessments uniformly required of all members of the Union as a condition of acquiring or maintaining membership in the Union.

5.05 The Company agrees that there will be no discrimination against any employee because of membership in the Union. The Union agrees that there will be no intimidation or coercion of employees who are not members of the Union, nor will the Union solicit membership in the Union or carry on Union activities on Company time or on the premises of the Company.

ARTICLE 6 MANAGEMENT RIGHTS

6.01 The Union recognizes and agrees that except as specifically abridged or modified by this Agreement, all rights, powers and authority are retained solely and exclusively by the Company.

6.02 For greater certainty, but without limiting the generality of the foregoing, the Union recognizes and agrees that the Company has the sole and exclusive right to operate and manage its business in all respects in an efficient and economic manner as it sees fit; to direct the working forces and to select, hire, promote, demote,

transfer, assign, classify, lay off and recall employees; to maintain order, discipline and efficiency and to discipline, suspend and discharge non-probationary employees for just cause and probationary employees for any reason; to establish, maintain, alter and enforce reasonable rules, regulations, policies and practices to be observed by employees; to determine the number of employees needed at any time, the duties to be performed, overtime requirements and job content; and to determine the hours and schedules of operation, operating techniques, methods, procedures and processes and means of performing work, the products and services to be provided, the materials, supplies, tools, machinery and equipment and facilities to be used and the extension, limitation, curtailment or cessation of operations or any part thereof.

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

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

ARTICLE 7 STRIKES AND LOCKOUTS

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

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

ARTICLE 8 SETTLEMENT OF GRIEVANCES

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

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

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

days, other than Saturdays, Sundays or a paid holiday as referred to in Article 17.

8.04 An earnest effort shall be made to settle grievances properly arising under this Agreement in the following manner:

8.05 **Step 1:** An employee with his or her Shop Steward or Union Representative who is not an employee of the company shall, within ten (10) days immediately following the event or circumstances giving rise to the grievance, attempt to resolve the grievance through discussion with his or her immediate supervisor. The supervisor shall state his or her decision to the Shop Steward or Union Representative within five (5) days immediately following the day on which the grievance was first discussed with the supervisor.

8.06 **Step 2:** If the matter is not satisfactorily settled at Step 1, a written grievance signed by the employee shall, within ten (10) days after receipt by the Shop Steward or Union Representative of the decision of the supervisor at Step 1, be submitted to the General Manager. The nature of the grievance, the article or articles of the Agreement alleged to have been violated and the remedies sought shall all be clearly set out in the written grievance. The General Manager or designate shall, within ten (10) days after receipt of the written grievance at this Step 2, meet with the employee and the Shop Steward and a Union Representative to discuss the grievance. The General Manager or designate shall, within five (5) days after such meeting, state his or her decision in writing to the Shop Steward or Union Representative.

8.07 A grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of this Agreement shall be initiated by either the Company or the Union at Step 2 of the grievance procedure within ten (10) days after the event or circumstance giving rise to such policy grievance. However, the provisions of this Article 8.07 must not be used by the Union to initiate any non-policy grievance directly affecting an employee or employees who could have initiated a grievance through the regular grievance procedure.

8.08 If the Company is alleged to have violated any provision(s) of this Agreement and such violation directly affects more than one (1) employee and each such employee would be entitled to process a grievance, the Union may initiate a written grievance on behalf of identified aggrieved employees. Such group grievance shall be initiated at Step 2 of the grievance procedure within ten (10) days after the event or circumstance giving rise to such group grievance.

8.09 In the event a non-probationary employee claims he or she has been suspended without just cause, or in the event a non-probationary employee claims he or she has been discharged without just cause, such employee shall submit a written grievance at Step 2 of the grievance procedure within ten (10) days after being notified by the Company of his or her suspension or discharge.

8.10 The parties agree that this Article 8 does not apply in the event of the discharge for any reason whatsoever of a probationary employee as referred to in Article 29.01.

8.11 Any non-probationary employee who wishes to challenge his or her dismissal must grieve.

8.12 Grievance meetings shall normally be held on Company time during regular hours. For all time spent at grievance meetings with the Company, an employee will be paid at his regular rate of pay or, if applicable, at his overtime rate of pay.

ARTICLE 9 ARBITRATION

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

Michael Werier
Arne Peltz
William Hamilton

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

9.03 The arbitrator shall not be deemed to be willing to act unless s/he is in the position to convene the hearing within forty-two (42) days from the date of his/her selection. In the event none of the above arbitrators is willing to convene a hearing within forty-two (42) days, the matter will be referred to the Manitoba Labour Board which shall appoint an arbitrator. The decision of the arbitrator shall be given within a period of twenty-eight (28) days after the closing of the arbitration hearing.

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

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

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

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

9.08 The Company and the Union shall each pay one-half (1/2) of the fees and expenses of the arbitrator.

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

9.10 The time limits set out in the grievance procedure (Article 8) and the arbitration provisions (Article 9) are mandatory and may only be extended by mutual agreement in writing between the Company and the Union.

9.11 In the interest of settling a grievance prior to an arbitration hearing, the Company and the Union may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services where the grievance has been properly carried through the grievance procedure set out in Article 8 and referred to arbitration in accordance with this Article 9. In the event the costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the Company and the Union. 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.

ARTICLE 10 SHOP STEWARDS

10.01 The Company acknowledges the right of the Union to elect not more than four (4) employees to be Shop Stewards and to elect not more than one (1) employee to serve as an alternate in the absence of one (1) of the four (4) Shop Stewards. Not more than two (2) Shop Stewards shall be present at any meeting with the Company. The Union shall notify the Company in writing of the names of the Shop Stewards and the alternate and any changes thereto. The Company will not recognize any employee as a Shop Steward until it has received such notification from the Union.

10.02 Shop Stewards shall perform their regular work assignments and shall engage in no Union related activity whatsoever during working hours except as specifically provided for in Article 10.03.

10.03 To ensure production is not interfered with or disrupted, the parties

agree that the following rules shall apply:

1. A Shop Steward will be released from his or her regular work assignment only when necessary for the adjustment of a grievance or to attend a meeting scheduled by the Company.
2. A Shop Steward shall not leave his or her regular duties during working hours without first requesting and obtaining permission from his or her immediate supervisor. When requesting permission to leave in order to adjust a grievance, the Shop Steward shall inform his or her immediate supervisor of the nature of the grievance and his or her intended destination. Subject to the requirements and efficiency of operations, permission to leave shall not be unreasonably withheld **and shall be granted as soon as reasonably practicable**. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that the Shop Steward shall return to his or her regular duties as expeditiously as possible.
3. No employee shall leave his or her regular duties to communicate with a Shop Steward without first requesting and obtaining permission from his or her immediate supervisor. Subject to the requirements and efficiency of operations, permission to leave shall not be unreasonably withheld. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that the employee shall return to his or her regular duties as expeditiously as possible.
4. Abuse of leave or excessive use of time spent adjusting grievances shall not be permitted and in no event shall the adjustment of grievances unnecessarily interfere with or disrupt production.

ARTICLE 11 SENIORITY

11.01 Seniority shall mean the length of an employee's continuous service with the Company since his or her most recent date of hire.

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

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

- (c) is absent from work for three (3) consecutive days without an authorized leave of absence or without notifying his or her immediate supervisor; or
- (d) is laid off for a period longer than twelve (12) months; or
- (e) fails to report for work after notification to his or her last known address by registered mail when recalled following a layoff, the onus being on the employee to keep the Company advised of his or her current address, except only that where the employee is unable to report for work after such notification because he or she must give one (1) pay period's notice of termination of employment to another employer and he or she must work for that other employer during the said notice period, then such employee shall notify the Company as soon as possible of his or her inability to report for work for those reasons and such employee shall report for work immediately upon the expiry of the said notice period, failing any of which this Article 11.02 shall apply; or
- (f) retires; or
- (g) takes employment elsewhere while on an authorized leave of absence; or
- (h) is absent from work due to illness or accident for a period of more than two (2) years, subject to the duty to accommodate pursuant to The Human Rights Code (Manitoba); or
- (i) fails to report for work at the expiration of an approved leave of absence, a vacation or a suspension, unless the employee can satisfy the Company that he or she had a reasonable excuse for failing to report; or
- (j) is promoted out of the bargaining unit and remains in the new position for a period of three (3) calendar months. Should the employee return or be returned to the bargaining unit within the three (3) calendar month period, he or she shall retain the seniority he or she had acquired at the time of the promotion or transfer.

11.03 The Company will post an up-to-date seniority list in January and July of each year and a copy of the list will be provided to the Union.

11.04 (a) When a new position within the scope of the bargaining unit is created, or when a position within the scope of the bargaining unit becomes permanently

vacant, which means vacant for a period in excess of thirty (30) consecutive calendar days, the Company will post notice of the position in all lunchrooms for three (3) working days and fax a copy of the posting to the Union office. All non-probationary employees interested in the new position or the permanent vacancy must make written application within the three (3) working days during which the new position or permanent vacancy was posted. This provision shall not prevent the Company from filling any new position or permanent vacancy on a temporary basis during the period of posting. The successful applicant will, unless otherwise mutually agreed between the Company and the Union, be transferred to the posted new position or permanent vacancy within ten (10) working days after the three (3) working days for which the position or vacancy was posted. The Company will post in all lunchrooms the name, employee number and new position of the successful applicant, with a copy via fax or e-mail to the Union Office. Vacancies expected to be less than thirty (30) consecutive calendar days and vacancies caused by absence due to illness, accident, vacation and leaves of absence (including maternity leave) need not be posted. The Company will not consider any applicant to a posting who has, within the prior six (6) month period, successfully bid on another vacancy.

(b) Temporary vacancies shall normally be filled with the junior available qualified employee. Where a senior qualified employee wishes to fill a temporary position, and informs management of that wish, the Company will endeavour to reassign the employee to the temporary position, and normally within five (5) days of the vacancy occurring. In all cases of reassignment of employees, consideration will be given to the ability of the Company to fill the position of the person being temporarily reassigned.

11.05 It shall be the policy of the Company that in filling new positions or permanent vacancies, current employees who submit applications will be given first consideration. Where, in the judgement of the Company, which shall not be exercised in an arbitrary or discriminatory manner, the qualifications, experience, skill and ability of any of the competing applicants are equal, the successful applicant shall be the applicant with the greatest seniority. It is understood that an employee who has temporarily filled a posted new position or permanent vacancy shall not be deemed to have greater experience than other applicants solely by virtue of his or her having temporarily filled the posted position.

11.06 In addition to the original posting for a new position or permanent vacancy, the Company shall only be required to post three (3) further positions arising out of the filling of the original vacancy posted. Any job vacancy (or vacancies) which may be created as a result of the selection of an employee to fill either the original or three (3) subsequent posted vacancy (or vacancies) may be filled by the Company at its discretion.

11.07 An employee who moves to a new position shall be allowed up to fifteen (15) working days trial period during which time the Company shall determine the employee's suitability for the position. If mutually agreed between the Company and the Union, such trial period may be extended by up to a maximum of ten (10) working days. Within this period the employee may be returned by the Company to the position formerly

occupied. Should such employee be returned to his or her former position, then the employee who had filled said position shall also be returned to his or her former position. Any employee so returned to a former position shall not be precluded from applying for other vacancies that may arise. Should an employee wish to return to his or her former position within the said trial period, then such employee shall be allowed to do so but in such event the employee shall not be entitled to apply for other posted positions for a period of six (6) months, unless the Company otherwise agrees.

11.08 An employee who is promoted from a job in one (1) group in Appendix "A" to a job in a higher rated group shall receive the higher rate of pay when, in the opinion of the Company, the employee is performing competently and efficiently in the job in the higher rated group, which shall take no longer than fifteen (15) working days from the date the employee commenced work in the job in the higher rated group.

11.09 In the event of layoff and recall from layoff, employees shall be laid off in reverse order of seniority and recalled in reverse order of layoff provided that the senior employee to be retained or recalled, as the case may be, possesses, in the opinion of the Company, which shall not be exercised in an arbitrary or discriminatory manner, the qualifications, experience, skill and ability to perform the tasks required, and provided further that the senior employee to be retained in the event of layoff shall have the right to exercise his or her seniority and bump only once into a job held by a junior employee.

11.10 In the event that, a shortage of work will reduce the daily hours for certain employees, the affected employee shall have the right to exercise seniority and bump into a job being performed by a junior employee, provided they have the ability to perform the task required, and provided further that such work shortage occurs prior to the regularly scheduled afternoon rest period. Such bumping will occur only once per employee exchange.

11.11 Notwithstanding Article 11.10, in the event of a shortage of work, an employee who is employed in the kill room and eviscerating room:

- (a) shall not have the right to exercise seniority and bump into a job being performed by a junior employee who is employed in the processing area of the plant; and**
- (b) shall have the right, at any time during a shift, to exercise seniority and bump into a job being performed by a junior employee who is employed in the Auto Cut Department and working five (5) days per week, eight (8) hours per day, provided the employee has the ability to perform the task required, provided it does not result in overtime or any other supplementary costs to the Company where overtime or any other supplementary costs would not have been paid had that employee not bumped into the job and provided the employee**

agrees to work any required overtime following the completion of that scheduled shift, which overtime will be paid at the Auto Cut Department overtime rate of pay. Such bumping will occur only once per employee exchange.

ARTICLE 12 UNION LEAVE OF ABSENCE

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

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

- (a) employees, not to exceed four (4) at any one time, chosen by the Union shall be granted leave of absence not exceeding twenty (20) working days during the life of this Agreement, provided that the absence of each such employee shall not unreasonably affect the operation of the Company; and
- (b) the Union shall give the Company written notice of not less than two (2) weeks before the requested leave is to commence; and
- (c) a request for an extension of a leave of absence must be made prior to the expiration of the leave already granted and will be considered in relation to existing conditions.

12.03 Leave of absence for collective bargaining shall be granted to a maximum of four (4) employees.

12.04 For leaves granted in accordance with 12.02, and 12.03 above, the Company agrees to pay the employee involved for all wages the employee would have received had he or she been at work, and the Union agrees to reimburse the Company upon receipt of billing.

ARTICLE 13 MATERNITY/PARENTAL LEAVE

13.01 Maternity leave

(a) A female employee shall be granted a maternity leave of absence without pay by the Employer. Said employee shall be re-employed by the Employer after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

(b) Where an employee intends to return to work immediately following her maternity leave she must make application, in writing, within eight (8) weeks after the birth, and give the Employer a minimum of two (2) weeks' notice in advance of the day she intends to return to work. She must provide the Employer with a doctor's certificate, certifying her to be medically fit to work.

(c) In cases of physical complications the employee may request an extension of her leave of absence, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

(d) A pregnant employee with a medical condition directly attributable to pregnancy will be subject to the same conditions of eligibility for short term disability benefits as any other employee with a medical condition.

13.02 Parental Leave

(a) Every employee who:

- i) becomes the natural mother or father of a child, or who adopts a child under the law of the province; and
- ii) submits to the Company an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

shall be granted parental leave consisting of a continuous period of up to thirty-seven (37) weeks without pay.

(b) Parental leave shall commence no later than the first anniversary of the birth of the child or, where the child is adopted, the first anniversary of the adoption of the child or the date on which the child comes into the care and custody of the employee, except that where a female employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on 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 Company and the employee agree otherwise.

(c) An employee who gives less notice than is required under Article 13.02 (a) shall be entitled to thirty-seven (37) weeks of parental leave without pay, less the number of days by which the notice given is less than four (4) weeks.

ARTICLE 14 UNION NOTICES

14.01 The Company agrees to permit Union officers to put notices of Union meetings or other matters of interest to Union members upon bulletin boards customarily used for such purposes, provided such notices are not in any way derogatory to the Company or its management, employees or customers. Such notice may include a list of names of elected shop stewards and their photographs. The Union agrees to refrain from distributing any other notices or publications upon the Company's premises and to distribute any printed material at the gates only before or after working hours.

ARTICLE 15 HOURS OF WORK AND OVERTIME

15.01 The provisions of this Article 15 are intended to define the normal hours of work for the purpose of calculating payment for authorized overtime and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

15.02 The normal work week shall consist of forty (40) hours to be worked in five (5) days, eight (8) hours each day, during the period Monday to Friday inclusive.

15.03 The Company shall pay an employee one and one-half (1 ½) times his or her regular rate of pay for all hours worked by such employee in excess of eight (8) hours worked in any one (1) day.

15.04 The Company shall pay an employee one and one-half (1 ½) times his or her regular rate of pay for all hours worked by such employee in excess of forty (40) hours worked in any one (1) week.

15.05 There shall be no pyramiding of overtime or premiums or any other benefits under this Agreement and therefore overtime will not be paid under more than one (1) provision of this Agreement. It is understood that both daily and weekly overtime shall not be paid such that the hours compensated for at overtime rates under Article 15.03 shall not be considered as hours worked under Article 15.04.

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

15.07 An employee who has not been notified prior to the commencement of his or her regular shift that he or she is required to work overtime and does work more than two and one-half (2½) hours in addition to and immediately following said employee's normal work period of eight (8) hours that day shall be provided with a hot meal or a meal allowance of seven dollars and fifty (\$7.50) cents.

15.08 An employee who is required to report for work on any given day and who does report for work at his or her scheduled starting time and who has not been notified in advance not to report for work shall receive at least four (4) hours' pay at his or her regular rate of pay for that day provided said employee performs the work, if any, that may be assigned to him or her that day. This Article 15.08 shall not apply where the lack of work is due to fire, flood, explosion, bombing, power failure, act of God or other conditions beyond the control of the Company. To qualify for payment under this Article 15.08, each employee must have his or her current address and telephone number on file with the Company.

15.09 Overtime is recognized as being voluntary but if there are insufficient qualified volunteers immediately available to do the required work, then the Company reserves the right to require employees to work the overtime which will be assigned on a reversed seniority basis to the most junior non-probationary employee immediately available to perform the overtime work who, in the opinion of the Company, is qualified and able to satisfactorily perform the work required.

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

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

15.12 Notwithstanding Article 15.10, where the Company requires an employee to temporarily fill a position for more than four (4) hours in a regular working day paying a higher rate of pay, then the employee shall receive the higher rate of pay for the temporary promotion. It is understood that this Article 15.12 applies when employees are required to relieve or assist another employee for more than four (4) hours on a regular shift and an employee rendering assistance to another employee in a higher classification on an occasional basis during the course of a work day will continue to be paid the rate of pay for his or her regular classification. Notwithstanding Article 15.10, where the Company requires an employee to temporarily fill a position for less than eight (8) hours in a regular working day paying a lower rate of pay, then the employee shall continue to be paid the rate of pay for his or her regular classification.

15.13 Employees may be required by the Company to produce a certificate from a duly qualified physician, certifying to the Company's satisfaction that the employee was unable to work due to sickness or disability, for an absence due to sickness or disability of three (3) consecutive work days or less where in the judgment of the Company, which shall not be exercised in an arbitrary or discriminatory manner, the employee has a pattern of absences or excessive absenteeism or the Company otherwise has concerns with respect to the employee's absence. Each employee shall produce a certificate from a duly qualified physician for any absence due to sickness or disability in excess of three (3) consecutive work days, certifying to the Company's satisfaction that he or she was unable to work due to sickness or disability. Failure to produce the required certificate will result in the absence being treated as unauthorized absenteeism and the employee being disciplined, up to and including discharge. If, after the employee has produced a certificate from a duly qualified physician for an absence due to sickness or disability, the Company requires the employee to provide an additional certificate(s) or report(s) from a duly qualified physician with respect to that same absence, the Company will reimburse the employee for the cost of the additional properly completed certificate(s) or report(s) upon presentation to the Company of a receipt.

15.14 Each employee is required to notify his or her immediate supervisor prior to the start of his or her scheduled work period if he or she is going to be absent for any reason, indicating the reason for the absence and the probable length of the absence. Failure to notify supervision or late notification will result in the absence being treated as unauthorized absenteeism and the employee being disciplined, up to and including discharge, even if a satisfactory certificate from a duly qualified physician is subsequently produced. Consideration shall be given to any extenuating circumstances which prevented the employee from notifying the Company of his or her absence prior to the start of said employee's scheduled work period.

ARTICLE 16 VACATIONS

16.01 Employees shall be entitled to annual vacations with pay as follows:

- (a) two (2) weeks (ten (10) working days) after one (1) year of continuous service, with pay, for the two (2) weeks in an amount equal to four (4%) percent of the regular straight time wages earned and paid to the employee in the immediately preceding twelve (12) months;
- (b) three (3) weeks (fifteen (15) working days) after five (5) years of continuous service, with pay, for the three (3) weeks in an amount equal to six (6%) percent of the regular straight time wages earned and paid to the employee in the immediately preceding twelve (12) months;

- (c) four (4) weeks (twenty (20) working days) after ten (10) years of continuous service, with pay, for the four (4) weeks in an amount equal to eight (8%) percent of the regular straight time wages earned and paid to the employee in the immediately preceding twelve (12) months;
- (d) five (5) weeks (twenty-five (25) working days) after fifteen (15) years of continuous service, with pay, for the five (5) weeks in an amount equal to ten (10%) percent of the regular straight time wages earned and paid to the employee in the immediately preceding twelve (12) months.
- (e) six (6) weeks (thirty (30) working days) after twenty-five (25) years of continuous service, with pay, for the six (6) weeks in an amount equal to twelve (12%) percent of the regular straight time wages earned and paid to the employee in the immediately preceding twelve (12) months.

16.02 Entitlement to annual vacation with pay is based on the employee's anniversary date of most recent employment. Vacations with pay must be taken annually within twelve (12) months of being earned and may not be accumulated from year to year without the written approval of the Company. Subject to the foregoing, the Company will not pay out an employee's accumulated vacation pay without the employee's written permission.

16.03 If one (1) or more of the holidays observed by the Company pursuant to Article 17.01 occurs during an employee's vacation, such holiday(s) will be added to the beginning or the end of the employee's vacation as determined by the Company or, at the Company's discretion, will be allowed to be taken at another time. If the Company decides that the additional day(s) is to be taken at a later time then it will be taken at a time mutually agreed to by the employee and his or her immediate supervisor but within sixty (60) working days after the end of the vacation period. If mutual agreement is not achieved, the Company will pay the employee for the day not taken.

16.04 Each employee shall be granted and shall take his or her vacation at such times as determined by the Company but the Company shall, subject to the requirements and efficiency of operations, endeavour to give preference in the selection of vacation dates to employees having the most seniority in each classification. Subject to the requirements and efficiency of operations, vacation dates may only be changed where the Company and the employee mutually agree to a vacation date change. In order to exercise their seniority rights in relation to vacation preference employees must submit their vacation requests no later than April 1 each year. Employees eligible for

vacation shall be notified of their vacation dates by April 15 each year. It is understood, however, that the final right to determine the scheduling of all vacations is exclusively reserved to the Company to ensure the efficient and orderly operation of the plant.

16.05 Employees may take less than one (1) week of vacation, but not less than one (1) day of vacation, at any one (1) time provided the vacation is taken outside the prime vacation period of June 1 to September 15. Employees with vacation entitlement in excess of three (3) weeks may be required to split their vacation period and take the fourth (4th) and/or fifth (5th) and/or sixth (6th) week of vacation at some other time as determined by the Company based on the requirements and efficiency of operations.

ARTICLE 17 PAID HOLIDAY

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

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

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

17.02 In order to qualify for payment for any of the holidays referred to in Article 17.01, the employee must have worked on his or her last full scheduled shift immediately preceding the holiday and his or her first full scheduled shift immediately following the holiday and work on such holiday if he or she is scheduled to work, unless the employee is absent due to bona fide illness, and provides to the Company a satisfactory medical certificate from a duly qualified medical practitioner which supports the employee's absence due to illness, or is absent on a leave of absence approved by the Company.

17.03 When a paid holiday occurs on a Saturday or Sunday the holiday will be observed on the preceding Friday or following Monday as determined by the Company.

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

17.05 An employee who complies with the qualifications set forth in Article 17.02 shall be paid eight (8) hours' pay at his or her regular rate of pay for each of the holidays referred to in Article 17.01.

17.06 Employees will be notified at least **four (4)** weeks in advance of the day on which a paid holiday will be observed.

17.07 Where the Company at its discretion deems it necessary to operate on any of the holidays referred to in Article 17.01, it will schedule only those employees who have volunteered to work on the holiday.

ARTICLE 18 BEREAVEMENT PAY

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

18.02 In the event of death of an employee's spouse (including common law spouse where the employee has cohabited with the common law spouse throughout the immediately preceding twelve (12) months), daughter, step-daughter, son, step-son, mother, step-mother, father, step-father, sister, brother, mother-in-law or father-in-law, the Company will grant such employee up to three (3) consecutive days leave of absence with pay at the employee's regular rate of pay for any actual time lost to a maximum of eight (8) hours per day for three (3) days. The last day of the three (3) consecutive days of leave of absence shall be the day following the funeral.

18.03 In the event of death of an employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, aunt or uncle, the Company will grant such employee one (1) day leave of absence with pay at the employee's regular rate of pay to a maximum of eight (8) hours for any actual time lost on the day of the funeral in order to attend the funeral.

18.04 Bereavement leave shall be extended by one (1) additional work day without pay, as may be necessitated by reason of an employee travelling to and attending the funeral, when the funeral is held more than two hundred (200) kilometres outside of the City of Winnipeg, or by two (2) additional work days without pay, as may be necessitated by reason of an employee travelling to and attending the funeral, when the funeral is held more than eight hundred (800) kilometres outside of the City of Winnipeg.

18.05 Employees must notify their immediate supervisor prior to taking any time off for bereavement.

ARTICLE 19 TOOLS AND CLOTHING

19.01 Knives, steels, scissors, earplugs, hair nets, hard hats, smocks, aprons, rubber boots and gloves specified by the Company as required for work in the various areas of the plant will be supplied to employees subject to the establishment by the Company from time to time of such rules and regulations as it deems necessary to prevent abuse. Such items shall remain the property of the Company, shall not be removed from the Company premises and must be returned for a new issue or upon termination of employment or layoff. Such items shall be supplied by the Company at no cost to the employee, unless the employee loses the item, fails to return it upon termination of employment or layoff or misuses the item, in which case the employee will be required to reimburse the Company for the cost of the item. The knives, saws and scissors supplied by the Company will be sharpened and maintained by the Company.

19.02 Employees who regularly work in the freezer area of the plant will be provided with freezer jackets and freezer parkas subject to the establishment by the Company from time to time of such rules and regulations as it deems necessary to prevent abuse. Such items shall remain the property of the Company, and shall not be removed from the Company premises and must be returned for new issue or upon termination of employment or layoff. Such items shall be supplied by the Company at no cost to the employee, unless the employee loses the item, fails to return it upon termination of employment or layoff or misuses the item, in which case the employee will be required to reimburse the Company for the cost of the item.

19.03 The Company shall reimburse employees who regularly work more than fifty percent (50%) of their shift as Forklift Operators or City Drivers or in the freezer area of the plant or as Power Jack Operators in the shipping areas of the plant or in the processing areas of the plant, for the cost of CSA approved steel toed boots purchased by the employee, up to a maximum amount of one hundred and twenty-five dollars (\$125.00) per year, upon presentation to the Company of a receipt and subject to the establishment by the Company from time to time of such rules and regulations as it deems necessary to prevent abuse. Employees who regularly work more than fifty percent (50%) of their shift in the cooler or processing areas of the plant will be provided with CSA approved steel toed rubber boots subject to the establishment by the Company from time to time of such rules and regulations as it deems necessary to prevent abuse.

ARTICLE 20 SAFETY AND HEALTH

20.01 The Company, the Union and the employees mutually agree to cooperate in maintaining and improving the clean and safe working conditions in the Company's premises and in its operations. The Union agrees to cooperate in the enforcement of safety rules and other Company regulations concerning safety and sanitation.

20.02 An employee injured while on duty and having to leave his or her job because of an injury received at work shall receive his or her regular day's pay provided the employee reports for medical treatment to the local hospital or to a medical practitioner and returns to work immediately following treatment (if so authorized by the attending physician) or at a time designated by the attending physician. The employee shall notify the Company of when said employee will be returning and, if requested by the Company, the employee shall provide a return to work form completed by the employee's doctor **and the Company will be responsible for the reasonable cost of the return to work form.** If requested by the Company, the employee shall provide a medical certificate completed by the employee's doctor in order to be eligible for pay under this Article 20.02 and the Company will be responsible for the **reasonable** cost of the medical certificate.

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

20.04 The Company agrees to the establishment of a Safety and Health Committee in accordance with the provisions of the Workplace Safety and Health Act (Manitoba). **The Committee shall meet once every two (2) calendar months.** The Safety and Health Committee will consist of six (6) persons, three (3) individuals appointed by the Company and three (3) employees appointed **and/or elected** by the Union. The Company will post minutes of Safety and Health Committee meetings on a bulletin board and forward **via fax or email** a copy of such minutes to the Union office **within fourteen (14) calendar days following the date of the meeting.**

20.05 **Leave for Safety Conferences**

The Company agrees to provide each member of the Safety Committee with two (2) regular working days' leave of absence per year with pay in order to attend safety-related educational, conferences or seminars. **When a safety-related educational, conference or seminar is provided by the Company, the Company will provide to the Union the name and date(s) of the safety-related educational, conference or seminar.**

20.06 The Company and the Union agree that the Health and Safety Committee shall consider ergonomic factors as contributing to industrial injury. Where needed, the parties agree to seek qualified professional assistance to offer advice on the resolution of demonstrated ergonomic problems which the Health and Safety Committee have identified.

20.07 All employees who perform work as a Driver shall provide to the Company the necessary written consent in order for the Company to obtain a current

Commercial Driver Record (Abstract) on January 15 and July 15 of each year for each Driver. An employee who performs work as a Driver shall immediately notify the Company in the event that the employee's driver licence is suspended or disqualified, any prohibition is placed on the employee's driver licence, the employee is charged with or convicted of any driving or traffic related violation or there is any other change in the status of the employee's driver licence.

20.08 The Company will, in accordance with the provisions of The Workplace Safety and Health Act (Manitoba), provide adequate first aid services and adequate eyewash facilities in the workplace.

ARTICLE 21 PARKING

21.01 Parking and electrical plug outlets will be provided to employees in accordance with existing practice and at no charge to the employees.

ARTICLE 22 BENEFITS

22.01 The Company shall maintain, for the duration of this Agreement, in their present form or in no less beneficial form, the life insurance, dependent life insurance, accidental death and dismemberment insurance, short term disability insurance and dental benefits for all eligible employees as such eligibility is defined in the plans pertaining to such benefits. The Company shall provide, for the duration of this Agreement, vision care benefits for all eligible employees as such eligibility is defined in the plan pertaining to such benefit. It is understood that the Company fulfils its obligations under this provision by providing and maintaining the benefits referred to above and paying the requisite premiums therefor but in all respects the plans shall be administered in accordance with the rules and regulations of the respective plans, said plans not forming part of this Agreement.

22.02 For informational purposes only, attached to this Agreement is a brief description of the existing benefits referred to in Article 22.01.

22.03 During the life of this Agreement, the premium payments for the various benefits referred to in Article 22.01 shall be paid for by the Company.

ARTICLE 23 WAGES

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

23.02 Any employee who, as at the 31st day of August, 1990, was receiving a higher rate than that specified in Appendix "A", shall continue to receive that rate plus

additional hourly increments, generally applicable to employees, which may be negotiated from time to time as set out in Appendix "A".

ARTICLE 24 TECHNOLOGICAL CHANGE

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

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

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

- (a) the conditions of 24.01 above are inapplicable; or
- (b) if 24.01 is applicable, the result will not likely result in the termination or layoff of a significant number of probationary regular full-time employees.

ARTICLE 25 UNION REPRESENTATIVE'S VISITS

25.01 Union Representative

Duly authorized full-time representatives of the Union will be entitled to visit the plant for the purpose of ensuring that the terms of the Collective Agreement are being implemented and to assist employee Union representatives in resolving differences which may arise between them and management.

- (a) When entering the plant and before visiting the plant the Union Representative shall contact the plant manager, or someone senior to the plant manager to advise he/she intends to visit the plant.
- (b) When at the plant, the Union Representative shall follow and observe all regulations and policies governing plant operations.

- (c) The visit to the plant shall not interfere with the operations of the Company or the work of employees except as agreed by management at the time of the visit. If the Union Representative wishes to speak to any employee, he/she shall first obtain permission from the management representative, who shall not unreasonably deny this request.
- (d) The Union shall notify the Company in writing of the person(s) who they expect to routinely visit the plant. Additional persons employed by the Union may be authorized for specific visits upon prior discussion with plant management.
- (e) A Shop Steward will be entitled to accompany the Union Representative when the Union Representative is in the plant production area or meeting with management and such accompaniment will never be for more than one (1) hour on Company time, provided that in no event will the Company pay in a year more than a combined total of six (6) hours' regular pay under this Article 25.01. In cases where such visits result in the Shop Steward being away from his or her work for a period of greater than one (1) hour or the combined payments made by the Company to Shop Stewards under this Article 25.01 in a year totals six (6) hours' regular pay, then such additional time will be without pay by the Company. It is understood that the Shop Steward shall return to his or her regular duties as expeditiously as possible.

25.02

Safety and Health Representative

The full-time Safety and Health Representative employed by the Union will be entitled to visit the plant to deal with a specific safety and health concern which has arisen. Such admission shall be subject to the requirements and efficiency of operations and:

- (a) when entering the plant and before visiting the plant the Union Safety and Health Representative shall contact the plant manager, or someone senior to the plant manager to advise he/she intends to visit the plant;
- (b) when at the plant, the Union's Safety and Health Representative shall follow and observe all regulations and policies governing plant operations;
- (c) the visit to the plant shall not interfere with the operations of the Company or the work of employees except as agreed by management at the time of the visits. If the Union Safety and Health

Representative wishes to speak to any employee, he/she shall first obtain permission from the management representative, who shall not unreasonably deny this request; and

- (d) the Union shall notify the Company in writing of the person who is the Safety and Health Representative.

25.03 **Orientation**

The Company shall allow the full-time Union Representative, or **their** designate, fifteen (15) minutes during regular working hours to attend an orientation meeting with the Company and newly hired employees who have completed their probationary period. The orientation meeting shall occur every four (4) months provided that employees were hired and completed their probationary period since the last orientation meeting. Newly hired employees who attend the orientation meeting shall be paid by the Company their regular rate of pay for fifteen (15) minutes. The Union shall be responsible for the cost of the wages of the Union Representative or **their** designate. If required, a suitable **bargaining unit** employee, **as mutually agreed to between the Union Representative and the Company**, may be asked to act as an **interpreter** and the Union shall pay to the **interpreter their** regular rate of pay for all time spent in attendance at the orientation meeting. **The Shop Steward or Union Representative may request from the Company a list of new hires monthly and upon request, the Company will provide the Union the list of new hires in a timely manner.**

ARTICLE 26 WORKERS COMPENSATION BENEFITS

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

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

ARTICLE 27 TEMPORARY EMPLOYEES

27.01 The Company may employ temporary employees on the following basis:

Temporary employees will be allowed on the payroll as follows:

- (1) Year round for absenteeism to replace an equal number of employees who are absent;
- (2) Vacation relief to a maximum of ten (10) temporary employees to replace an equal number of employees who are on vacation; and
- (3) Peak demand relief to a maximum of fifteen (15) temporary employees.

27.02 No employee will work less than his full week's work because of temporary employees performing his normal work and no temporary employee will be hired while there are regular employees on layoff who are immediately available and willing to perform the work and who have the qualifications and skill to perform the work in an efficient manner.

27.03 Article 11 and Article 22 shall not apply to temporary employees, except that any temporary employee who averages thirty-five (35) hours of work per week in any ninety (90) calendar day period will be entitled to benefits under Article 22 and seniority from his or her most recent date of hire.

27.04 In the event that the Company believes more temporary employees are needed, the Union agrees to meet with the Company immediately to discuss the possibility of allowing the Company to hire additional temporary employees. Such permission shall not be unreasonably denied by the Union.

ARTICLE 28 DISCIPLINE/DISCHARGE

28.01 The employee, and any Shop Steward who attends a meeting at which a written disciplinary notice is issued to the employee, will be given a copy of the written disciplinary notice, and a copy of the written disciplinary notice will be faxed or e-mailed to the Union office within twenty-four (24) hours of the notice being issued to the employee.

28.02 Once per year employees shall have access to their own personnel file. The employee may review his/her file in the presence of a member of management, and at a time convenient to management.

28.03 When an employee is being disciplined or discharged, a Shop Steward or in the absence of a Shop Steward another employee of the employee's choice will be present unless immediate removal of an employee is required from the workplace because the employee is a danger to himself, the workplace, or others. The Company will grant a request from a Shop Steward or employee to have another employee present as

an interpreter when an employee is being disciplined or discharged provided that the request is reasonable and the attendance of the interpreter does not unreasonably delay the issuance of the discipline or discharge.

28.04 A written warning will be removed from an employee's personnel file after a period of twenty-four (24) months has elapsed without the employee receiving any other discipline. In calculating the said twenty-four (24) month period, absences by the employee from work for any reason will be excluded.

ARTICLE 29 PROBATIONARY PERIOD

29.01 A newly hired employee shall be on probation for sixty (60) days of actual work since the most recent date of hire. During the probationary period, the employee shall be entitled to all the rights and benefits of this Agreement, except for the provisions of Article 11, Seniority and Appendix "B", Benefits. The Company may discharge any probationary employee within the above time limit and said employee shall have no recourse to the grievance and arbitration articles of this Agreement, in that the discharge of such employee shall be deemed to be a probationary release and to have been for just cause. After completion of the probationary period, seniority shall be established and shall be effective from the most recent date of hire.

ARTICLE 30 MEAL AND REST PERIODS

30.01 The normal daily hours of work referred to in Article 15.02 are exclusive of a thirty (30) minute unpaid lunch period but inclusive of two (2) paid rest periods. The Company shall grant one (1) paid rest period of fifteen (15) minutes during the first half of the shift and one (1) paid rest period of fifteen (15) minutes during the second half of the shift provided that more than two (2) hours are worked in each half shift.

City delivery drivers' lunch break and rest periods will be individually scheduled on a day to day basis in keeping with the service requirements of the customers.

30.02 An employee who is scheduled to work overtime following his or her normal work period of eight (8) hours in any one (1) day shall be granted one (1) fifteen (15) minute paid rest period within one (1) hour of the regular shift finish where such overtime work extends two and one-half (2¹/₂) hours beyond the last regularly scheduled rest period, except that the Company may schedule such rest periods on a staggered basis for the employees affected to allow for a continuity in operations. If circumstances arise where an employee does not receive a paid rest period due to completion of the work, then such employee will receive pay for the rest period not taken.

30.03 Abuse of lunch periods and rest periods shall not be permitted. Employees shall be at their respective work stations ready to begin work at the time their shift starts and except for the time spent away from work for lunch periods and rest periods, employees shall not quit work until the time their shift ends provided, however, that each employee shall be entitled to five (5) minutes immediately prior to the end of his or her shift in order to cleanup. Employees who are to be relieved for lunch periods or rest periods shall not leave their work station until a relief employee has reported to take over the work.

ARTICLE 31 EVENING/NIGHT SHIFT PREMIUM

31.01 An employee who is required to work and does work on any shift where the majority of his or her working hours falls between 6:00 p.m. and 6:00 a.m. the following day or who is required to start his or her shift prior to 5:00 a.m. will be paid a night shift premium of (sixty-five cents (65¢) per hour in addition to his or her regular rate of pay for all hours worked on that shift. It is understood that for the purposes of this Agreement, such night shift premium shall not form part of an employee's regular rate of pay, nor shall it be multiplied by time and one-half when paid on overtime.

ARTICLE 32 LABOUR MANAGEMENT COMMITTEE

32.01 A Labour/Management Committee will be established consisting of three (3) Company representatives and three (3) Union appointees. The Committee shall meet as frequently as required and at mutually agreeable times to discuss any problems of joint concern which may arise, which will include discussions concerning the basic education needs of employees, and to improve communications between the parties.

ARTICLE 33 HARASSMENT

33.01 The Company and the Union agree that harassment shall not be condoned in the workplace. Both parties shall work together to resolve such concerns as they arise. Harassment does not include giving direction, reprimanding employees, or correcting employee behaviour, provided that such actions are not in violation of The Human Rights Code (Manitoba). The Company's Discrimination and Harassment Policy will be reviewed annually by the Safety and Health Committee to ensure that such Policy remains consistent with provincial legislation.

ARTICLE 34 HACCP/SEVERABILITY

34.01 Should it be a violation of any HACCP regulation or any Government of Canada or Province of Manitoba statute or regulation to comply with any provision or

provisions of this Agreement, the parties hereto agree to amend this Agreement for the sole purpose of making such provision or provisions conform to such HACCP regulation or Government of Canada or Province of Manitoba statute or regulation, and all other provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

ARTICLE 35 PERSONAL LEAVE

35.01 The Company may, at its discretion and subject to the requirements and efficiency of operations, grant a leave of absence without pay to an employee for legitimate personal reasons. An employee desiring a leave of absence without pay shall request same in writing at least ten (10) working days prior to the requested starting date of the leave and shall submit the written request to the Plant Manager. **The Company shall reply in writing within three (3) working days of the request.**

35.02 In the event of a medical or dental appointment for an employee's spouse, parent or child which cannot be scheduled outside of the employee's working hours, or an illness or injury occurring to an employee's spouse, parent or child, an employee may request and, if so, shall be granted a leave of absence or absences which shall not exceed three (3) days of unpaid leave in total per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing spouse (including common law spouse), parent or child. In the event of a non-emergent medical or dental appointment, the employee will endeavour to provide at least seventy-two (72) hours' notice to the Company of the appointment. In all other circumstances to which this Article 35.02 applies, the employee will provide as much notice to the Company of the appointment as is possible. The employee agrees to make reasonable effort to ensure appointments are scheduled outside of their working hours. Employees shall provide reasonable verification that the leave is necessary if requested by the Company.

ARTICLE 36 NEW CLASSIFICATIONS

36.01 In the event that the Company introduces a new classification which comes within the scope of this Agreement and such classification has been in effect for three (3) months, the Company will provide to the Union written notice of the classification and the regular rate of pay assigned to it by the Company. The Union may, within fourteen (14) calendar days of receiving such written notice from the Company, provide written notice to the Company that it disagrees with the regular rate of pay assigned to the classification by the Company. If such written notice is provided by the Union to the Company, the Company and the Union will meet within fourteen (14) calendar days of the Company receiving such notice from the Union and the regular rate of pay will be the subject of negotiations. In the event that the Company and the Union cannot reach an agreement, then the Union may submit the matter to arbitration in accordance with Article 9 of the Collective Agreement within fourteen (14) calendar days of the date of such

meeting. The Company will maintain the regular rate of pay assigned by it, subject to any agreement between the Company and the Union or a decision of an arbitrator pursuant to this Article 36.

ARTICLE 37 FINAL OFFER SELECTION

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

37.02 Should the Company and the Union reach an impasse in negotiations for the renewal of the above mentioned Agreement, they mutually agree to extend said Agreement in its entirety and to forego the right to strike or lockout. All outstanding matters will then be submitted to Final Offer Selection as hereafter provided:

- (a) The Company and the Union shall meet and agree on which proposals remain outstanding between them within seven (7) days of the date of reaching such impasse. The final differing positions submitted to the Selector will be confined to these agreed outstanding issues. The Selector will also receive copies of all agreed changes.
- (b) The single Selector shall be selected from the following list of persons:
 - Bill Hamilton
 - Arne Peltz
- (c) The Selector shall receive a written statement or brief from the Company and the Union, outlining each of their respective positions on the outstanding proposals, within fourteen (14) days of his or her appointment, and shall select either the Company or the Union position as outlined by them as the basis for settlement.
- (d) The Selector shall convene a meeting of both parties for the purpose of hearing explanation of the final positions which have been submitted. The Selector may question the parties for the purpose of seeking clarification of the respective final positions which have been submitted.
- (e) The Selector shall render his decision within twenty-eight (28) days of his appointment, and said decision shall be final and binding on all

parties to this Agreement.

- (f) The Company and the Union shall pay the cost of their witnesses if required. The Company and the Union shall equally share the cost of the Selector.

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

ARTICLE 38 DURATION OF AGREEMENT

38.01 This Agreement shall remain in full force and effect from **July 1, 2016** to **June 30, 2021**.

38.02 If either party desires to revise or terminate this Agreement, they will give the other party not more than ninety (90) days and not less than thirty (30) days' notice in writing prior to the expiry date of this Agreement. If notice is not given as specified above this Agreement shall automatically be renewed from year to year thereafter unless notice is given in accordance with this Article 38 during any renewal year. During the period of negotiations for a revised or new agreement, this Agreement shall remain in full force and effect subject to the provisions of the Labour Relations Act (Manitoba).

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

SIGNED THIS DAY OF , 2017.

FOR THE UNION:

FOR THE COMPANY:

APPENDIX "A"

CLASSIFICATIONS AND WAGE RATES

A-1 Classifications and Wage Rate

	<u>Effective July 1/17</u>	<u>Effective July 1/18</u>	<u>Effective July 1/19</u>	<u>Effective July 1/20</u>
	1.75%	2%	2%	2.25%
<u>Group A</u>				
start	\$12.91	\$13.17	\$13.43	\$13.74
after 120 days worked	\$14.53	\$14.82	\$15.12	\$15.46
after 240 days worked	\$16.14	\$16.46	\$16.79	\$17.17
after 360 days worked	\$18.45	\$18.82	\$19.19	\$19.62
<u>Group B</u>				
start	\$12.91	\$13.17	\$13.43	\$13.74
after 120 days worked	\$14.53	\$14.82	\$15.12	\$15.46
after 240 days worked	\$16.14	\$16.46	\$16.79	\$17.17
after 360 days worked	\$18.61	\$18.98	\$19.36	\$19.80
<u>Group C</u>				
start	\$12.91	\$13.17	\$13.43	\$13.74
after 120 days worked	\$14.53	\$14.82	\$15.12	\$15.46
after 240 days worked	\$16.14	\$16.46	\$16.79	\$17.17
after 360 days worked	\$18.78	\$19.16	\$19.54	\$19.98
<u>Group D</u>				
start	\$14.21	\$14.50	\$14.79	\$15.12
after 120 days worked	\$15.82	\$16.14	\$16.46	\$16.83
after 240 days worked	\$17.44	\$17.79	\$18.14	\$18.55
after 360 days worked	\$19.75	\$20.14	\$20.55	\$21.01
<u>Group E</u>				
start	\$13.68	\$13.95	\$14.23	\$14.55
after 120 days worked	\$15.28	\$15.59	\$15.90	\$16.26
after 240 days worked	\$16.90	\$17.24	\$17.58	\$17.98
after 360 days worked	\$19.53	\$19.92	\$20.31	\$20.77

GROUP A All jobs not listed below.

GROUP B **Thigh Boner**
Skinner (Breast)
MSM Operator (2)
Full-time Power Jack Operator(s)
Whole Bird Graders

GROUP C Shipper
Killer
Breast Boner
Freezer
Cooler
Sawer (Cut-up)
Live Receiving Fork Lift Operator
Viscera Detector
Cavity and PRP

GROUP D City Delivery Driver
Yard Person

GROUP E Live Hang

Lead Hand Premium - A premium of eighty cents (80¢) per hour over the regular rate of pay shall be paid for all hours worked as a Lead Hand by employees appointed as Lead Hand by the Company.

A-2 **Retroactive Pay**

All employees in the bargaining unit on November 5, 2017 shall receive full retroactive pay to July 1, 2017, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following November 5, 2017. Retroactive pay shall be issued to each employee in the bargaining unit on pay cheques that are separate and apart from their normal earnings.

APPENDIX "B"

BENEFITS

For informational purposes only, set forth below is a brief description of the benefits referred to in Article 22 of the Agreement.

B-1 Life Insurance

- 2 times annual earnings.

B-2 Dependent Life Insurance

- \$5,000.00 spouse
- \$2,500.00 child

B-3 Accidental Death and Dismemberment Insurance

- 2 times annual earnings

B-4 Short Term Disability Insurance

- 66 2/3% weekly earnings
- the benefits will be integrated with unemployment insurance benefits for a combined maximum benefit period of 52 weeks

B-5 Dental Benefits

B-5.01 The Company shall provide and pay for each full-time employee who has completed their probationary period, a dental plan equivalent to 100% of basic coverage and 50% of eligible major dental services.

B-5.02 The Company agrees to make a direct contribution of thirty-two cents (32¢) per hour effective the Monday following ratification of this Agreement to the Manitoba Food & Commercial Workers Dental Plan for each regular hour worked by full-time members of the bargaining unit, which contribution will be increased by a maximum of one cent (1¢) per year when deemed necessary by the trustees and actuaries of the Dental Plan to maintain the current fee schedule and after the Company is informed by the Dental Plan Administrator of the requirement to increase such contribution. Contributions shall include sick pay (excluding Weekly Indemnity Benefits), vacations and general holidays, to

a maximum of a basic work week.

B-5.03 Such contributions shall be forwarded to the Manitoba Food & Commercial Workers Trust within twenty-one (21) days following the end of the Company's monthly accounting period.

B-5.04 The Company agrees to comply with requests of the Board of Trustees in regards to the entry into the Plan and to comply with rules and decisions of the Board of Trustees, as decided from time to time.

B-5.05 The Company reserves the right to withdraw from the Manitoba Food & Commercial Workers Dental Plan and to provide the same benefits or superior benefits by some other means if this can be done at the same or lower cost than that levied by the MFCW Plan.

B-6 Vision Care Benefits

B-6.01 All non-probationary employees shall be entitled to vision care benefits for themselves and their eligible dependents. Vision care benefits shall cover one hundred percent (100%) of the cost of eyeglasses and/or contact lenses to a maximum of two hundred dollars (\$200.00) per person every two (2) years and one-hundred percent (100%) of the cost of eye exam appointments to a maximum of eighty dollars (\$80.00) per person every two (2) years.

B-7 Group RRSP

B-7.01 Each employee who has seniority rights under this Agreement will be eligible to participate in the Company's Group Registered Retirement Savings Plan ("the Group RRSP").

The Company agrees to match, to the maximums set forth in Appendix B-7.02, employee contributions to the Group RRSP for those employees who contribute an amount no less than the amount which the Company is required to contribute pursuant to Appendix B-7.02.

The Company will administer payroll deductions for participating employees. Contributions will be sent to the Group RRSP by the Company on the same dates that regular payroll is paid by the Company. The Company's contribution and the employee's contribution will be itemized on the employee's pay stub.

B-7.02 The minimum Group RRSP contribution which may be made by a participating employee and the maximum Company matching contribution will be five percent (5%) of the employee's regular straight time wages.

B-7.03 An employee who enrolls in the Group RRSP must stay in the Group RRSP and can only withdraw funds at or after termination or retirement.

B-7.04 It is agreed that employees may opt to contribute more than the percentages set forth in Appendix B-7.02, but the Company is only obligated to contribute the percentages set forth in Appendix B-7.02.

LETTER OF UNDERSTANDING #1

BETWEEN:

**DUNN-RITE FOOD PRODUCTS, A
DIVISION OF SUNRISE POULTRY
PROCESSORS LTD.** hereinafter referred
to as the "Company"

AND

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

1. The Company and the Union hereby agree as follows:
 - a) All employees classified as Breast Boners, including those who are assigned to regularly rotate job duties with employees classified as Trimmers, will be paid the Group C regular rate of pay.
 - b) All employees classified as **Thigh** Boners, including those who are assigned to regularly rotate job duties with employees classified as Trimmers, will be paid the Group B regular rate of pay.
 - c) All employees classified as Trimmers will be paid the Group A regular rate of pay, except that:
 - i) those employees classified as Trimmers who have the qualifications, experience, skill and ability to perform the duties of the **Thigh** Boner classification, as determined by the Company, and who are assigned to regularly rotate duties with employees classified as **Thigh** Boners will be paid the Group B regular rate of pay;
 - ii) those employees classified as Trimmers who have the qualifications, experience, skill and ability to perform the duties of the Breast Boner classification, as determined by the Company, and who are assigned to regularly rotate duties

with employees classified as Breast Boners will be paid the Group C regular rate of pay; and

THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS DAY OF , 2017.

FOR THE UNION:

FOR THE COMPANY:

LETTER OF UNDERSTANDING #2

BETWEEN:

**DUNN-RITE FOOD PRODUCTS, A
DIVISION OF SUNRISE POULTRY
PROCESSORS LTD.**, hereinafter referred
to as the "Company"

AND

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

The Company will, where determined by it to be necessary, replace up to one (1) microwave each year in each of the two (2) new lunch rooms and up to two (2) microwaves each year in the old lunchroom, for a maximum total of four (4) microwaves during the period July 1 to June 30 each year.

THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS DAY OF , 2017.

FOR THE UNION:

FOR THE COMPANY:

EXHIBIT ONE

TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the Union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the **United Food & Commercial Workers Union, Local No. 832, and Dunn-rite Food Products, a division of Sunrise Poultry Processors Ltd.**, contain the following statements:

“All new employees hired on or after the date of the signing of this Agreement shall, as a condition of employment, apply for membership in the Union. The Company will procure from new employees the necessary membership application.”

“The Company agrees to forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of a full-time employee. The Union shall bear the expense of printing and mailing Exhibit One.”

Please complete the Membership Application immediately and return it to the Company so they can forward it to the Union office within 10 calendar days of your hire or rehire date.

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

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

LETTER OF UNDERSTANDING #3

BETWEEN:

**DUNN-RITE FOOD PRODUCTS, A
DIVISION OF SUNRISE POULTRY
PROCESSORS LTD.**, hereinafter referred
to as the "Company"

AND

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

RE: Maintenance Employees

1. Effective **[the date of ratification]** (the "Date of Ratification"), all plant and equipment maintenance employees and engineers employed by the Company at 199 Hamelin Street, in the City of Winnipeg, in the Province of Manitoba, excluding office staff, Maintenance Coordinator, Maintenance Supervisor and those above the rank of Maintenance Supervisors and those excluded by *The Labour Relations Act* (Manitoba) (the "Maintenance Employees") will be subject to the terms and conditions of this Collective Agreement, subject to the following:
 - a. Article 2.02 – "plant and equipment maintenance employees and engineers" shall be deleted from the exclusions and added to the inclusions for the term "employees";
 - b. Article 10.01 – the Union shall have the right to elect an additional one (1) Shop Steward, which additional Shop Steward will be a Maintenance Employee;
 - c. Article 11.01 – the "date of hire" of a Maintenance Employee who is an applicant for a position under the Collective Agreement that is not a Maintenance Employee position will be the Date of Ratification or, if the Maintenance Employee is hired by the Company following the Date of Ratification, their date of hire by the Company. For greater certainty, for all other purposes, Article 11.01 of the Collective Agreement shall apply with respect to the Maintenance Employees;
 - d. Article 15.02 – the normal work week of a Maintenance Employee shall consist of forty (40) hours to be worked, as determined by the Company, in five (5) days, eight (8) hours each day during the period Monday to Saturday inclusive. Subject to the requirements and efficiency of operations, the

Company shall select those employees (e.g., five (5) or six (6) employees) who shall work from Tuesday to Saturday inclusive for a two (2) week period, following which the Company shall select different employees (e.g., five (5) or six (6) other employees) who shall work from Tuesday to Saturday inclusive for the next two (2) week period. For greater certainty, subject to the requirements and efficiency of operations, employees may be selected by the Company to work the Tuesday to Saturday shift for more than two (2) consecutive weeks;

- e. Article 19.03 – the Company shall reimburse Maintenance Employees for the cost of CSA approved steel toed boots purchased by the Maintenance Employee, up to a maximum of one hundred and fifty dollars (\$150.00) per year, upon presentation to the Company of a receipt and subject to the established by the Company from time to time of such rules and regulations as it deems necessary to prevent abuse. For greater certainty, Maintenance Employees shall not be entitled to reimbursement under both this paragraph 1(e) of Letter of Understanding #3 and Article 19.03 of the Collective Agreement;
- f. Article 22.01 – all Maintenance Employees employed by the Company as at the Date of Ratification shall be entitled to and enrolled in the benefits plans described in Article 22.01 of the Collective Agreement within thirty (30) days of the Date of Ratification with no additional wait or qualification periods, subject to and in accordance with the terms and conditions of such benefits plans;
- g. Article 32.01 – an additional one (1) Company representative and an additional one (1) Union appointee will be added to the Labour/Management Committee in respect of the Maintenance Employees; and
- h. Appendix “A” – the following wage rates shall apply to Maintenance Employees on the Date of Ratification:

Non-Trade	Wage Rate
Start	\$17.97
After 120 days worked	\$18.77
After 240 days worked	\$19.57
1 Year	\$20.09
2 Years	\$20.82
3 Years	\$21.36
4 Years	\$22.13

Apprentice	Wage Rate
Start	\$17.97
After 120 days worked	\$18.77
After 240 days worked	\$19.57

1 Year	\$20.36
2 Years	\$21.10
3 Years	\$21.64
4 Years	\$22.42

General Mechanic	Wage Rate
Start	\$20.36
After 120 days worked	\$21.16
After 240 days worked	\$21.96
1 Year	\$22.75
2 Years	\$23.34
3 Years	\$23.82
4 Years	\$24.43

Journeyman	Wage Rate
Start	\$27.81
After 120 days worked	\$28.61
After 240 days worked	\$29.40
1 Year	\$30.20
2 Years	\$30.97
3 Years	\$31.60
4 Years	\$32.41

4th Class Engineer	Wage Rate
Start	\$25.68
After 120 days worked	\$26.21
After 240 days worked	\$26.74
1 Year	\$27.01
2 Years	\$27.70
3 Years	\$28.27
4 Years	\$28.99

3rd Class Engineer	Wage Rate
Start	\$27.81
After 120 days worked	\$28.07
After 240 days worked	\$28.61
1 Year	\$29.14
2 Years	\$29.88
3 Years	\$30.49
4 Years	\$31.27

Note: Lam Phung, Binh Ung and To Cam will be red circled at their current rate and will receive a 2.25% increase to their current rate effective the date of ratification.

2. The Company will continue to provide, so far as is reasonably practicable, the necessary tools in a safe working condition reasonably required by the employees in the performance of their job. Such tools shall remain the property of the Company, shall not be removed from the Company premises and must be returned for a new issue or upon termination of employment or layoff. Such tools shall be supplied by the Company at no cost to the employee, unless the employee loses the tool, fails to return it upon termination of employment or layoff or misuses the tool, in which case the employee will be required to reimburse the Company for the cost of the tool. The tools supplied by the Company will be maintained by the Company.
3. This Letter of Understanding #3 will be subject to ratification by the Maintenance Employees.
4. Following the Date of Ratification, the parties hereby agree to expeditiously jointly request to the Manitoba Labour Board that the Maintenance Certificate as Certificate No. MLB-7352 of the Manitoba Labour Board dated November 14, 2019 be merged into Certificate No. MLB-7032 of the Manitoba Labour Board dated June 11, 2014. For greater certainty, this merger will not require the negotiation of an amended or new collective agreement as the parties will already be voluntarily subject to the terms of the Collective Agreement and this Letter of Understanding #3.
5. This Letter of Understanding #3 will form part of the Collective Agreement effective the Date of Ratification. The parties hereby agree that during the next round of negotiations, the parties will endeavour to implement the terms of this Letter of Understanding #3 directly into the Collective Agreement. If the parties are unable to agree to that implementation, this Letter of Understanding #3 shall be renewed and remain in effect for the duration of the next collective agreement. For greater certainty, this Letter of Understanding #3 shall not terminate unless mutually agreed by the parties in writing and is subject to negotiation during the next round of negotiations for a new collective agreement.
6. Where there is a conflict between the Collective Agreement and this Letter of Understanding #3, this Letter of Understanding #3 shall apply.

THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS DAY OF JULY, 2020.

FOR THE UNION:

FOR THE COMPANY:
