

MALTEUROP CANADA LTD.,

FROM: April 1, 2020

TO: March 31, 2023

President's Message



Dear Member,

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

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

Sincerely,

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

Jeff Traeger,
President UFCW Local 832



MALTEUROP CANADA LTD.

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Expiry Date: March 31, 2023

COLLECTIVE AGREEMENT BETWEEN:

MALTEUROP CANADA LTD., in
the City of Winnipeg, Province of
Manitoba, hereinafter referred to
as the "Company"

AND

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

**THIS COLLECTIVE AGREEMENT, MADE AND ENTERED INTO THIS 1st DAY
OF APRIL, 2020 BY AND BETWEEN MALTEUROP CANADA LTD.,
HEREINAFTER REFERRED TO AS THE COMPANY AND UFCW LOCAL 832
HEREINAFTER REFERRED TO AS THE UNION.**

**THIS COLLECTIVE AGREEMENT IS ENTERED INTO BY THE PARTIES
HERETO IN ORDER TO PROVIDE FOR THE ORDERLY COLLECTIVE
BARGAINING RELATIONS BETWEEN THE COMPANY AND THOSE
EMPLOYEES WHO COME WITHIN THE BARGAINING UNIT AS
HEREINAFTER SET FORTH. IN CONSIDERATION OF THE MUTUAL
PROMISES HEREIN CONTAINED, THE PARTIES HERETO MUTUALLY
AGREE AS FOLLOWS:**

ARTICLE I RECOGNITION

1.01 Recognition

The Company recognizes that the Union is the sole and exclusive bargaining agent of all plant employees of the Company, in the City of Winnipeg, in the Province of Manitoba, except office staff, supervisors and those excluded by the Act.

1.02

Union Membership

The Company shall retain in its employ within the bargaining unit, only members of the Union in good standing. The Company shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term “hired or rehired” shall not apply to employees who are on lay-off.”

The Company shall provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee his or her responsibility in regard to the payment of Union dues and initiation fees. The Company shall forward the Membership Application, a sample which is attached to this Collective Agreement, as Exhibit B, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter.”

1.03

Checkoff

The Company agrees to automatically deduct the regular weekly dues as specified by the Union. The dues and initiation report will be **emailed in excel format**. The Company shall remit on a monthly basis **through direct deposit** such monies so deducted to the Secretary-Treasurer of the Union no later than the 10th of the following month. The Company will at the same time of making such remittance to the Local Union, specify the employees from whose pay the deduction was made.

ARTICLE II MANAGEMENT RIGHTS

2.01

Management Rights

- A. The Company retains all rights not expressly limited by the specific terms of this Collective Agreement. Among these rights, but not intended as a wholly inclusive list shall be the right to manage the plant and direct the workforce; to maintain order; to plan, direct and control plant operations; to determine the means, methods, processes and schedules of production; to determine the products to be manufactured or processed, and the plant or facility at which they are to be manufactured or processed; to determine the location of its plants; to determine the continuance of its operating departments; to transfer work temporarily or permanently between plants; to permanently close the plant or any portion

thereof during the term of the Collective Agreement; to decide on "make" or "buy" decisions; to determine the number of personnel needed; to determine schedules, shift assignments and hours of work including overtime; to make and enforce reasonable plant rules and regulations; to make and enforce safety rules; to hire or rehire employees; to assign employees to work and designate the duties of the employees; to change, modify, eliminate or reassign job duties; to install, use and move cameras. Prior to installing and moving cameras the Union will be notified in writing of the locations of the cameras; to contract out work, including, but not limited to, maintenance and construction, or to have such work performed by other Company personnel; to determine the number of shifts; to promote or transfer employees from one job to another; to demote, discipline, suspend or discharge employees for just cause; to layoff or recall employees; to relieve employees from duty because of lack of work or any other legitimate reason; to set the wage rates for newly created jobs; and to make any decisions which, in the opinion of management, the efficient operation of the plant requires.

- B. The Company agrees that it will not exercise its functions in a manner inconsistent with the specific provisions of this Collective Agreement, and an alleged violation thereof shall be subject to the grievance procedure. It is understood that the express provisions of this Collective Agreement constitute the only limitations upon the Company's rights.

ARTICLE III GRIEVANCE & ARBITRATION PROCEDURE

3.01 Grievance Procedure

The parties to this Agreement shall attempt to resolve grievances as quickly as possible. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than fourteen (14) calendar days before the filing of the grievance. An employee or the Union may discuss problems orally with the Manager or his designee in an attempt to seek a solution prior to the commencement of the formal grievance procedure. Formal grievances will be processed promptly using the following procedure:

Step 1 (In Writing)

The Union Representative shall submit a signed, written grievance to the Plant Manager or his designee within fourteen (14) calendar days of the event giving rise to the grievance.

Step 2

A meeting will be held within twenty-one (21) calendar days from the date in which the grievance was filed, between the aggrieved employee (if applicable), the Union Representative or his designee, the Shop Steward(s), the Manager or his designee and the Plant Manager or his designee. The Plant Manager or his designee will give his answer in writing to the Union within fourteen (14) calendar days of the Step 2 meeting taking place.

3.02

Arbitration Procedure

- A – If the grievance is not resolved at **Step 2** it may then be submitted to arbitration, provided the Union notifies the Company in writing of its intention to arbitrate. Such notice must be made within 30 calendar days after receipt of the Company's **Step 2** written answer or the grievance will be waived. Grievances referred to arbitration shall be done so according to the procedure outlined below.

- B – The parties shall select an arbitrator by exchanging lists reflecting the names of five (5) arbitrators. The individual whose name first appears on both lists shall be accepted by the parties as the arbitrator. If the parties do not succeed in selecting an arbitrator on the first exchange of lists, this procedure will be repeated. If, after a second exchange of lists, the parties do not succeed in selecting an arbitrator, the appointment shall be made by the Minister of Labour at the request of either party.

3.03 **Jurisdiction Of The Arbitrator**

The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Collective Agreement, nor to alter, modify or amend any part of this Collective Agreement. The decision of the Arbitrator shall be final and binding on the Company, the Union and the employees.

3.04 **Expenses**

Each party shall bear its own expenses. Expenses and fees of the Arbitrator shall be equally divided between the Company and the Union.

3.05 **Time Limits**

Time limits may be extended by mutual written agreement of both parties.

3.06 **Discipline**

The Company will give the Union a copy of any written discipline which is to be placed in an employee's file. Provided no disciplinary action has been taken against an employee for **twenty-four (24) months**, all discipline records of that employee shall not be relied upon for any purpose.

3.07 **Union Steward – Disciplinary Meetings**

A Union Steward or full time Union Representative, shall be present at all meetings between management and employees when disciplinary measures are to be presented by management to such employees. If the disciplinary meeting takes place during a time in which no shop stewards are working, then another bargaining unit employee of the disciplined employee's choice shall be present.

ARTICLE IV JOB CLASSIFICATIONS AND RATES OF PAY

4.01 **Job Classifications And Rates Of Pay**

The following hourly rates will apply during the term of this Collective Agreement:

Hourly Rates Effective

POSITION	1-Apr-20		1-Apr-21		1-Apr-22
Casual	\$18.00		\$18.00		\$18.00
Sanitation	\$21.78		22.11		22.44
New Pay Grid (effective as of Ratification Date)					
Operator Trainee (Start Rate)	\$23.39		23.74		\$24.10
Operator (After Probation)	\$25.00		\$26.00		\$27.50
Current					
Operator Yr. 1	\$24.96				
Operator Yr. 2	\$26.56				
Operator Yr. 3	\$28.13	Operators Yr. 3 and under	\$28.13		
Operator Yr. 4	\$29.72	Operator Yr. 4	\$29.72	Operator Yr. 4 and under	\$29.72
Operator Yr. 5	\$31.29	Operator Yr. 5	\$31.76	Operator Yr. 5	\$32.24
Millwright	\$36.66		\$37.21		\$37.77
Training Grade 2	\$35.00		\$35.53		\$36.06
Training Grade 1	\$33.00		\$33.50		\$34.00
Electrician	\$39.62		\$40.21		\$40.82

NOTES APPLICABLE TO JOB CLASSIFICATIONS

1. Employees in any job classification will perform any jobs or duties to which they may be assigned. Each job classification may include a wide variety of different jobs, tasks and duties, some of which may cross job classification lines. Maintenance, housekeeping and lubrication duties may be required of any employee. Employees who either perform maintenance duties or assist in performing maintenance duties will be paid at the rate of their own regular job classification. The Company would agree to

accommodations and/or job duty modifications based on the job capabilities form (Exhibit A). The Company will determine the number of employees allowed to return with job modifications and/or accommodations, up to the point of undue hardship.

2. There are no minimum crew or job staffing requirements. The Company has the sole right to determine the number of employees in any job classification as well as the right to determine crew size in the plant or any portion thereof, provided there is no violation of the Manitoba Labour Relations Act or other applicable legislation. Classified jobs may be permanently discontinued at the Company's discretion.
3. If employees within the bargaining unit do not possess the necessary skills to fill a vacancy, the Company may fill such vacancy by **any means necessary**.
4. Safety is a shared responsibility. Employee's job responsibilities include their personal safety and collectively, that of their fellow employees.
5. Leadhand positions may be filled at the Company's discretion by assignment subject to the employee's willingness to accept such assignment. Leadhands may be used in any area where lead duties are desirable (there will be no more than one Leadhand per classification per shift). Leadhands will perform lead duties in addition to their regular duties. An employee assigned as a Leadhand shall be paid an hourly rate which is \$1.00 higher than the highest rate in the area in which he acts as a Leadhand or \$1.00 higher than his classified rate, whichever is greater. Leadhand positions may run for indefinite periods of time and may be filled or vacated at the Company's discretion.

4.02 **Retroactive Pay**

All employees in the bargaining unit as of date of ratification will receive seven hundred and fifty (\$750) dollars as a signing bonus paid on a separate cheque within thirty (30) days of ratification.

4.03 **2nd and 3rd Shift Premiums**

2nd or 3rd Shifts – A shift premium is paid in addition to an employee's regular hourly rate **including overtime, for all hours worked** if he is scheduled and working on either the 2nd or 3rd shift. The 2nd and 3rd shift premium is **one dollar and twenty-five (\$1.25) cents** per hour.

Note 1: The premium will be paid for all hours worked on the 2nd or 3rd shift including up to three (3) hours prior to their normal shift start time.

Note 2: Shift premiums are not added to an employee's base rate for purposes of computing overtime, or for any unworked hours for which the employee is paid such as holidays, jury duty, and funeral leave.

4.04 **Saturday and Sunday Premium**

The following premium shall be paid, in addition to basic rates, to employees scheduled and working on Saturdays or Sundays at straight time.

Saturday - **one dollar and twenty-five (\$1.25) cents**
Sunday - **one dollar and twenty-five (\$1.25) cents**

4.05 **Rates Of Pay – Temporary Transfers**

- A – If an employee is temporarily transferred for Company convenience to a lower-rated job classification, he will continue to receive the rate of pay for his regular job classification.
- B – If an employee is temporarily transferred by the Company to a higher-rated job classification, he will receive the higher rate of pay for all hours worked in the higher rated job classification. However, it does not apply to employees who may relieve for breaks or who may be supplementing the workforce performing various tasks or jobs performed by employees in other job classifications.

4.05 **Permanent Transfers**

An employee who is permanently transferred to a lower-rated job classification will receive the lower rate at the time he begins work in the lower-rated job. If he is permanently transferred to a higher-rated job classification, he will receive the rate of the higher-rated job after he has completed his training and trial period.

4.06 **Casual Employees**

Casual employees may be hired as determined by the Company to supplement the workforce. Such employees will not be entitled to benefits under this Collective Agreement, nor will the provisions of this Collective Agreement apply to them for the first one hundred and twenty days (120) of work as a casual employee **except Article 1.03 where they will be required to pay Union dues**. Should a casual employee exceed one hundred and twenty (120) days of work, they will be hired into the permanent workforce, and their one

hundred and twenty (120) days worked will be considered to be a completion of the probationary period.

Note 1: Casual employees will be paid **eighteen (\$18.00) dollars an hour** for all hours worked regardless of the job they are performing.

Note 2: Casual employees will not be employed while regular employees are on layoff.

4.07

Creation Of New Job Classifications

- A - If the Company creates a new job classification, the Company will establish a rate for such job classification and, if requested by the Union, shall after no more than 120 days of job experience, negotiate with the Union a permanent rate for such job classification. Such negotiated rate will be retroactive to the date that the job was established.

- B - If the negotiation of such rate reaches an impasse there shall be no arbitration of such wage rate. In the event of such impasse, the rate negotiation will be deferred to the next regular negotiation of the contract and the provision of retroactivity shall be as provided in this Section.

- C – If the Company creates a new job classification, the Company will notify the Union prior to implementation. The parties agree to meet to discuss the new classification and bring forward any questions and/or concerns they may have. This meeting will take place as soon as reasonably possible. The full time Union Representative and/or Negotiator, along with the Shop Stewards will all be invited to attend said meeting.

ARTICLE V HOURS OF WORK AND OVERTIME

5.01

Intent And No Pyramiding

This Article is intended to set forth the normal hours of work and to provide a basis for computing overtime and premium pay, and shall not be construed as a guarantee or limitation on overtime hours or on hours of work per day or per week, nor shall anything in this Collective Agreement be so construed as to permit the pyramiding or duplicating of overtime or premium payments. Hours for which overtime or premium payments are made shall not be used to compute overtime or premium pay for any other hours.

5.02

Workday And Workweek

The workday is a 24-hour period running from 12 AM one day to 12 AM the following day. The workweek begins at 12 AM Monday and ends at 12 AM the following Monday. The workday and workweek may be different for some individuals or shifts in the interest of efficient or less costly operations.

5.03

Starting Times, Shifts And Schedules

- A – The Company may vary shift schedules, starting times and quitting times for different areas or operations of the plant or for individual employees.
- B – The normal workweek contains five (5) workdays (minimum of eight (8) consecutive hours) scheduled Monday through Sunday. However, the Company may vary or change the number of hours scheduled, the number of shifts scheduled, the staffing requirements of the various shifts and the scheduling of workdays and hours for business reasons or efficient operations. Employees will be scheduled to “eat-on-the-job”.

In addition to a 1st rest period of 15 minutes (“coffee break”) and a “lunch” break, employees are allowed a 2nd rest period of 10 minutes to be taken between “lunch” and the end of their shift. Employees shall take their breaks at times which ensure that all production requirements are met, and management may direct the times of break when it considers necessary. Employees are always responsible and accountable for their shift duties up to the end of their shift or until they have handed those duties off to the process operator following them on the ensuing shift. In any case, employees are not to dismiss themselves from work or be in the process of leaving the premises until the completion of their shift, unless previously approved by a manager.

- C – Multiple shifts may be scheduled and may be rotated (for example: 7-3, 3-11 and 11-7).
- D – Prior to implementing a new shift schedule, the Company will notify the Union of the change. The Union will be given the opportunity to review and discuss the changes with the Company. The Company retains the sole right to vary shift schedules, starting times and quitting times.

- E - Shift schedules will be posted by Thursday at noon of each week for the upcoming work week. Unscheduled vacation requests must be made to the Company by Wednesday at noon for the upcoming work week. Any changes after that for the upcoming week will be by mutual agreement of the affected employees.**

5.04

Overtime Pay

- A – Daily and Weekly Overtime Pay

Time and a half will be paid for all time worked in excess of forty (40) hours in any one week or eight (8) hours in any one shift.

- B - 2nd Scheduled Day Off Premium

An employee shall be paid 2 times his regular rate of pay for work performed on his 2nd scheduled day off, provided he has actually worked 40 straight time hours in the workweek.

Note 1: An employee who works continuously beyond his regularly scheduled shift and continues working into the next day, or his scheduled day off, or into a new workweek shall receive 1 1/2 times his straight time hourly rate (or double time if applicable) for such hours he works beyond the start of a new day. Such hours shall not be used to create overtime or premium payments during the employee's regular scheduled shift.

Note 2: For purposes of satisfying the forty (40) straight time hour requirement, the following unworked hours shall count as straight time hours of work up to eight (8) hours per day or forty (40) hours per week for days the employee was scheduled to work or was laid off:

- (i) a worked or unworked holiday for which the employee is paid, provided it falls on an employees scheduled straight time day of work, or
- (ii) a paid absence resulting from either bereavement leave, jury duty or vacation time off, or
- (iii) eight hours per day for Union Committee members who miss work as a result of attending contract negotiating meetings with the Company.

5.05

Call-In Pay

An employee, who is called in for emergency or overtime work on his scheduled day off or called back after he has finished his shift and left the plant and premises, will be paid at a minimum of four (4) hours at 1 ½ times his straight time hourly rate for such unscheduled hours worked. Should the call in extend past four (4) hours said employee will continue to receive 1 ½ times their hourly rate of pay for all additional hours worked.

Should the length of time worked on a call-in extend past eight (8) hours prior to the employee's regular scheduled starting time, the employee will be entitled to a rest period of eight (8) hours after which the employee may or can return to work. If the employee chooses to stay and complete their shift they will receive their pay and in addition, continue to receive time and one half overtime rates for each hour worked after they complete their duties for which they were called in for.

5.06

Scheduling of Overtime

- A – The Company shall have the right to schedule overtime by department when it is required. Employees based on seniority, skill, ability and qualifications will perform the required work and will cooperate fully in working necessary overtime. If there are not enough employees to complete the overtime within the department, the Company will offer all bargaining unit employees the overtime that are able and willing to perform the work.

- B – Millwrights and Electricians shall be released from duty when assigned emergency work has been completed.

5.07

Distribution Of Unscheduled Overtime

In the allocation of overtime, an employee while performing a certain job requiring unscheduled overtime has first choice on this work, after which it will be allocated according to seniority, and ability to perform the work. When necessary, the employee with the least seniority who is available and able to perform the work must work the overtime.

5.08

Stand By Coverage

In order to provide for daily and/or weekend maintenance coverage, the Company will provide a cell phone program which will provide coverage for the Company in the event of a plant or equipment breakdown that needs immediate attention to provide work or process continuity.

1. The Company will pay **sixty (\$60.00) dollars** per day to the individual employee or employees to be available to respond to a call(s) within 30 minutes and be available to return to the plant within one (1) hour of returning the call unless otherwise agreed upon with the supervisor after discussing the breakdown.
2. The Company shall schedule one employee to carry a cell phone per week/weekend Monday from 6 am thru to Monday 5:59 am.
 - a. Each Millwright/Electrician will have the cell phone on a rotating basis, evenly distributed including the weekend. No millwright or electrician will have to drive to the plant in order to drop off or pick up a cell phone. The Company will be responsible for ensuring that the cell phones are given to the appropriate employee at the start of their week.
 - b. The Stand by coverage annual schedule will be finalized by April 15th, of each year for June 1st of that year to May 31st of the following year. This will allow the opportunity for vacation selection to take place prior to the stand by coverage schedule being finalized. If an employee chooses not to finalize their vacation by March 31st and they choose to take vacation time during a week they are on stand by, the onus will be on the employee to make alternate arrangements with a fellow co-worker and provide that information to the supervisor for approval. In making these alternate arrangements, the Employee on stand-by will either return the cell phone to the Company or the co-worker.
 - c. Each Electrician will have the cell phone on a rotating basis, evenly distributed including the weekend. If an electrician takes vacation, a 3rd party Electrician will be called to cover for that week or weekend, unless a MEC Electrician volunteers to take the stand by for the weekdays (Monday – Friday) or the weekend Saturday-Sunday) or both. A 3rd party electrician will cover for every 3rd week to ensure that the Electricians are only on stand by every 3rd week.
3. The contractual call-in provision for payment would apply as per article 5.05 of the Collective Agreement. Such payment

is in addition to the **sixty (\$60.00) dollars** per day pay to carry the cell phone.

4. Weekly and/or daily responsibilities may be traded within the maintenance department, however, prior approval must be given by your Supervisor.
5. The Employee assigned to the cell phone must respond to the plant, regardless of the overtime language in Article 5.06 (A). Employees who are on-call and become ill and not able to take call-ins as a result, must contact the Company as soon as possible.
6. An employee who is on stand by and fails to respond to a call-in could be subject to disciplinary action. Said discipline will be on a rolling calendar year and violations will drop off after one year. If an employee assigned to carry the cell phone fails to respond without an authorized reason under Article 9 (Time off from Work), he will forfeit his compensation for the day/days of failure to respond.
7. Employees will exercise reasonable care to protect equipment from theft and unreasonable wear and tear. But at no time will an employee be responsible for the cost or maintenance, repair or replacement of the cell phone(s).
8. This stand by coverage policy will be in effect with a rotation of **three (3)** millwrights and **one (1)** electrician actively employed by the plant. If one or more of the employees are off on a sick leave or an alternate type of Leave of Absence (excluding vacation), the Company will fill all or part of that employees rotation with a 3rd party contractor unless a MEC millwright volunteered to do the stand-by coverage.
9. The stand by schedule for the millwrights will be scheduled in a way so that the millwright who is scheduled to work Monday – Friday evening shift will be the millwright on stand by for that week. All other millwrights will be normally scheduled Monday – Friday days, when they are not on stand by.

10. **At no point will a Maintenance Employee as defined in Article 5.08 8) be required to be on Stand-By for more than one (1) week every four weeks, unless by mutual agreement with the Company and the Employee. An Employee will not be required to be on Stand-By on consecutive weeks during an eight (8) week period.**
11. An employee who is called at home to troubleshoot a maintenance issue/problem at the workplace by management shall receive a minimum of one (1) hours' pay at the applicable overtime rate or the length of time taken to complete that call, whichever is greater. At no time will any employee at the plant call the stand by employee.
12. If an employee on the Stand by coverage rotation encounters a change or significant life event in their personal life, the parties will meet to discuss accommodations, etc.
13. All call-ins will be for emergency purposes only. Once a maintenance employee is called in for a specific purpose, they will only be required to fix that issue. The maintenance employee will not be required to fix other "non-emergency" issues, unless an employee chooses to stay and complete their shift under article 5.05.
14. Should an employee be receiving a large number of call-ins during the week they are on stand by and they do not receive the proper amount of rest, become physically or mentally unable to continue working or they feel it is unsafe to drive into work, they will call the maintenance supervisor to make alternate arrangements.

ARTICLE VI SENIORITY

6.01 Definition Of Seniority

- A - Seniority shall be considered as plant seniority and shall be defined as the duration of a permanent employee's continuous service for the Company within the bargaining unit as described in Section 1.01 – Recognition, from his last hiring date. The seniority date of the employee will be determined according to Section 6.02 – Probationary Employees.

- B - Seniority of employees hired at the same date will be determined by alphabetic order of family name.

Note: An up-to-date seniority list will be posted every ~~42~~ **6** months **consisting of the employees name, position and seniority date.** A copy will be given to the Union **in Excel format including their employee number, Social Insurance Number of all employees who have terminated, retired, laid off, sick leave or on a leave of absence during the previous month.**

6.02 Probationary Employees

An employee shall be regarded as a probationary employee until he has completed 120 working days within the bargaining unit, within a 12-month period. He shall not have seniority standing until the completion of this period. The discharge of a probationary employee shall not be subject to the grievance and arbitration procedure of this Collective Agreement. Upon completion of the probationary period, the employee's name shall appear on the seniority list as of his first date of work with the Company.

6.03 Consideration Of Qualifications

The application of the seniority provisions of this Collective Agreement must be governed by considerations of whether the employee is qualified to perform the job required. Terms referring to "qualified" or "qualifications" when used in this Collective Agreement means qualified to competently perform the job, without further training in a safe, efficient and productive manner. If the employee is not so qualified, the applicable seniority provisions will not apply.

Note: It is recognized that an employee who permanently bids or who is permanently transferred to a new or different job must be able to perform the essential functions of the job duties based on skills and abilities listed in the job description.

6.04 Filling Permanent Vacancies

- A – Job vacancies will be posted for a period of **seven (7) calendar** days within **ten (10) calendar** days of the vacancy occurring. The posting will be filled on the basis of plant seniority, provided that such an employee is, in the opinion of management, capable of performing the job in a safe, efficient and productive manner. The employee selected to fill a posted job shall commence his training as soon as

possible from the date of his selection. **The employee that successfully fills a posted job will be required to work the position for not less than two (2) years or until the employee fills another posted position.**

Note 1: The Company shall notify employees of vacancies when they are posted who are absent through sickness by contacting them via telephone and leaving a voicemail message or via email (with a read and received receipt), based on the preference of the employee. Those employees on vacation will provide the Company written confirmation of application of all job vacancies while they are away, prior to leaving on vacation.

Note 2: Seniority shall be the governing factor pertaining to days off for employees performing similar work.

- B - **Training** Period – An employee permanently assigned to a different job will have a fair training on such job **ten (10) working days**. If the employee is considered, in the opinion of the Company, to be unqualified and incapable of performing the job, or if the employee disqualifies himself, he will return to his former job, if it exists without loss of seniority. If his job no longer exists, he will move to another job for which he is qualified without loss of seniority.

Note: An employee may only disqualify himself prior to completion of the trial period.

Note 2: The position from the employee that is filling the job vacancy will not be posted until after the training period.

Section Note: For entry into the Millwright job classification, see Section 6.05 – Filling Permanent Vacancies (Millwright)

6.05 **Filling Permanent Vacancies (Millwright)**

- A – Entry into the Millwright job classification will **be** made at the Company's discretion by either hiring from outside or by the assignment of an employee of the Company's choice to be trained in the job. The following criteria, among others, may be used in the selection of an employee for these job classifications.

1. Results from a Company-designated test battery to measure maintenance aptitude, interest and other skills and characteristics.
 2. Physically able to perform all types of plant maintenance work.
 3. Willing and able to perform high work.
 4. Willing and able to continually work overtime and emergency call-in or call-back work subject to applicable law.
 5. Willing and able to take formal trade school courses as selected by management and to take such courses on a continuing basis during the training period.
 6. Must have shown good job proficiency, had a good attendance record and have been a productive employee in previous jobs performed in the plant.
- B – An employee in training must advance through 3 training grades and into the Millwright job classification or be disqualified. Time spent in each training grade will be approximately as follows:
- Training Grade 3 -- 24 months
Training Grade 2 -- 18 months
Training Grade 1 -- 12 months
- C – An employee with obvious skills may be advanced at a faster rate. Advancement through the training grades will be based on management's judgment of the employee's skills and job performance. An employee who is not progressing satisfactorily to the Millwright job classification may be kept in any grade for longer than the above-listed time, or he may be disqualified.
- D – An employee in training will be required to take formal trade school courses applicable to the plant work. Such courses must be approved by Management prior to enrollment. The Company will pay for tuition, books and supplies, but not for time spent at such course.
- E – The Training Program shall not restrict the Company from hiring qualified employees from outside.

Note: The Company will post a notice when a vacancy is to be filled through the testing program. An employee may indicate his interest by signing the notice. The Company may test all or any portion of those desiring to be tested.

6.06 **Filling Temporary Vacancies**

To provide for flexible and efficient operations, temporary vacancies, which are less than ninety (90) calendar days which the Company determines are necessary to fill may be filled with any employee by temporary transfer or through the overtime provisions of this Collective Agreement. Any temporary vacancies of ninety (90) calendar days or more shall be posted in accordance with article 6.04 A above.

6.07 **Layoffs**

Layoffs from the plant will be made on a plant seniority basis provided the employees remaining are qualified and capable of performing the operations without further training. It is recognized that exceptions to seniority can be made where specialized skills and experience require that exception be made to insure efficient and continuous plant operations. Employees in the Millwright job classification and those in the Electrician job classification will be exempt from bumping by other employees affected by a layoff. Notice of such layoffs will be in accordance with applicable legislation.

Note 1: An employee who is retained according to plant seniority shall remain in his assigned job classification so long as his job operates.

Note 2: Employees in the Millwright job classification, and those in the Electrician job classification may not be bumped and may be retained or recalled out of seniority order to work in their job classification.

6.08 **Recalls**

Recalls to the plant will be made on a plant seniority basis, provided the employees recalled are capable of performing the operations without further training. When recalled, an employee must reply promptly after notification as specified in Section 6.09 (4).

1. No new employees will be hired until all available, qualified regular employees on the plant's seniority list have been offered an opportunity to return to work, except if in management's opinion the occasion requires the services of especially qualified persons for jobs which cannot be filled from among the employees of the plant.

2. Employees in the Millwright job classification and those in the Electrician job classification may be recalled out of plant seniority order to work in their job classifications. It is understood that employees in the Millwright and Electrician job classifications will be recalled in their job classification seniority order.
3. An employee who is laid off must keep the Company advised of his address and where he can be reached by telephone if he desires to be recalled. Failure to do so will result in a forfeit of the employee's rights to be recalled.

6.09

Loss Of Seniority

An employee will lose his seniority rights and employment, and his name shall be removed from the seniority list for any of the following reasons. The employee:

1. Voluntarily quits or resigns his employment or retires.
2. Is absent from work for 3 consecutive scheduled working days without good cause or fails to notify the Company of his absence.
3. Fails to return to work at the expiration of a leave of absence without having obtained an extension of his leave of absence for a definite period of time from the Company or without furnishing an acceptable explanation to management.
4. Fails to report for work after a recall from layoff and does not notify the Company within 48 hours that he is intending to return to work, and unless he returns to work as soon as possible after receiving notice, and in any event within 7 calendar days after the receiving the registered letter to his last known address left with the Company.
5. Is discharged and such discharge is not reversed under the Grievance and Arbitration Procedure.
6. Has been on layoff for period of 12 (24 months for employees hired prior to October 30, 2007) consecutive months.

6.10 **Notice Pay**

The Company shall notify all employees who are to be laid off, five (5) working days prior to the effective date of the layoff or shall award pay in lieu thereof. Additional notice shall be provided as required by law. There shall be no more than five (5) working days counted in any calendar week.

ARTICLE VII HOLIDAYS

7.01 **Recognized Holidays**

For purposes of the Collective Agreement, the following 12 days will be recognized as holidays during the calendar year:

New Year's Day - January 1	Civic Holiday - 1st Monday in August
Louis Riel Day	Labour Day - 1st Monday in September
Good Friday	Thanksgiving Day - 2nd Mon. in October
Easter Monday	Remembrance Day – November 11
Victoria Day	Christmas Day - December 25
Canada Day – July 1	Boxing Day - December 26

Holidays will be observed on the days on which they occur.

An employee required to work on one of the above holidays may take another day off without pay ten (10) days before or after the holiday, provided that he obtains approval from the Company.

If a holiday falls on an employee's scheduled day off, he may take an alternate day off without pay within **twenty (20)** days of that holiday, provided that he obtains approval from the Company within ten (10) days before the holiday in question.

7.02 **Pay For Holidays Worked**

When an employee works on the holiday, such employee shall receive 1 ½ times his straight time hourly rate for all hours worked plus 8 hours holiday pay.

7.03 **Pay For Holidays Not Worked**

An employee who is not required to work on a recognized holiday will be paid holiday pay for that holiday equivalent to 8 hours at his regular straight time hourly rate provided he meets all of the following requirements:

- A - The employee has received wages from the Company in at least one of four calendar weeks immediately preceding the holiday, and;
- B – The employee has not been absent without permission or without a cause acceptable to the Company, in any of the following events:
 1. their last work day scheduled immediately prior to the day on which the said holiday is observed;
 2. their first work day scheduled immediately after the day on which the said holiday is observed;
 3. the day of the holiday if they were scheduled to work on said holiday.

7.04 **Holidays Considered As Time Worked**

Only holidays for which the employee is eligible to receive holiday pay, and which fall on the employee's scheduled day of work, whether worked or not worked, will be considered as time worked for the purpose of computing overtime pay on a scheduled day "off" which the employee works.

ARTICLE VIII VACATIONS

8.01 **Vacation Eligibility**

- A - Vacations will be earned on January 1 each year to be taken between January 1 and December 31 and will be based on the completed years of continuous service by the employee as of January 1, according to the following schedule:

<u>Years of Continuous Service</u>	<u>Weeks of Vacation Time</u>	<u>Vacation Pay</u>
Less than 1	One day for each month of service up to a maximum of 10 days	4%
1 thru 4	2 weeks	4%
5 thru 8	3 weeks	6%
9 thru 15	4 weeks	8%
16+ years or more	5 weeks	10%

Note 1: Employees hired prior to January 1, 1996 will be able to earn the 5th and 6th week of vacation according to the previous vacation schedule.

Note 2: Employees eligible for the 5th and/or 6th week of vacation shall have the option to receive pay in lieu of his 5th and/or 6th week of vacation.

B – An employee shall be eligible for the additional week of vacation or vacation pay, when he has worked past his 5th, 10th and 20th anniversary date of employment.

C – An employee who has completed one or more years of continuous service who worked less than 1600 hours in the previous year will be eligible for prorated vacation. Prorated vacation will be granted on the basis of 1/10 of an employee's full vacation for each full 160 hours the employee worked in the calendar year prior to the calendar year in which the vacation is taken.

Note: Time lost from an employee's regular schedule because the employee is on vacation, absent because of personal illness up to 30 days annually, or because of the occurrence of an unworked holiday shall count as hours worked in computing vacation eligibility.

D – Vacation pay will be paid at the time the employee takes his vacation provided the Company has 7 days of advanced notice.

8.02 **Vacation Pay For Inactive Employees**

On or after January 1, an employee who is in an inactive status because of illness, injury, approved leave of absence, layoff, or for any other reason who has not taken his earned vacation (that vacation to which he became eligible on January 1) may request pay in lieu of such unused earned vacation. Such employee will not be considered to be in a vacation status as a result of receiving his vacation pay, nor will he be granted vacation time off without pay at a later date.

8.03 **Vacation Pay For Terminated Employees**

An employee who leaves the employ of the Company for any reason will receive vacation pay as follows:

1. Earned Vacation – Earned vacation is defined as a vacation for which the employee became eligible on the January 1 date prior to his termination and such unused earned vacation shall be paid to him upon his termination of employment.
2. Prorated Vacation – Prorated vacation for an employee whose employment terminates for any reason will be calculated from January 1 to his last day of work in the calendar year.

8.04

Scheduling Of Vacation Period

- A – The choice of vacation time shall be given to an employee according to his seniority for employees who sign the vacation schedule between November 1 and March 31 subject to the operational requirements of the business. Vacation regulations covering each department shall be posted by November 1st of each year. After March 31, vacations will be scheduled on a first-come, first-served basis, subject to the operational requirements of the business. The Company will post a completed vacation schedule by March 31st each year.
- B – Vacations may be taken in weekly increments of one or more weeks at a time. Vacations cannot be postponed and allowed to accumulate from year to year but must be taken each calendar year.
- C – Employees with up to eight (8) years seniority will be entitled to a minimum of two (2) weeks summer vacation. Employees with eight (8) years or more of seniority shall be entitled to a minimum of three (3) weeks summer vacation.

An employee shall have ONE first choice for a summer vacation period between May 1 and September 30, of up to two (2) continuous weeks, or three (3) continuous weeks for employees with seniority of eight (8) years or more.

Should an employee choose a continuous period which is less than his summer vacation entitlement allows him, he shall not choose his remaining weeks of summer vacation until all other employees within his vacation group have had their ONE first choice in accordance with the above mentioned procedure.

This procedure shall be observed until all employees within each group have selected their minimum summer vacation entitlement. A minimum number of bargaining unit employees shall be entitled to be on vacation at the same time. Unless otherwise approved by the Company, no more than the number of bargaining unit employees outlined in the table below, per department for the purposes of vacation shall be off at any one time.

From May 1st to September 30th	
2 Malthouse	1 Elevator
1 Electrician	1 Millwright
Remainder of year	
1 per department	

- D - If, during the period of November 1st to March 31st of the following year, an employee is transferred, he may have the choice of moving his posted vacations to the new department according to his seniority, or fit into weeks available to him if suitable. If an employee is transferred after March 31st, he has to fit into the weeks available in the new department at that time and according to the vacation regulations. He may not use his seniority to shift other employees around.

- E – Retiring employees may take their total accumulated vacation without alteration to the vacation schedule for other employees in the department.

- F – In the event that an employee becomes seriously ill or is seriously injured after having commenced his vacation such that he qualified for disability benefits he may, subject to Company approval, make arrangements to postpone his remaining vacation in order to apply for his disability benefit. Such approval will not be unreasonably withheld.

- G - Employees who are absent from work and unable to take their chosen vacation time due to illness or injury, shall have their names removed from the vacation schedule, and upon return to work reschedule such vacation entitlement, at times which are mutually agreed upon by the Company and the Union.

8.05

Holiday Pay During Vacations

If a holiday is observed during an active employee's vacation, such employee will be granted an additional day with pay at a time mutually acceptable to the Company and the employee.

ARTICLE IX TIME OFF FROM WORK

9.01

Jury Duty And Crown Witness

- A - When an employee is summoned for jury duty, **jury selection** or as a Crown witness in a court of law or at a coroner's inquest and must lose time from work as a result of such summons, the employee will pay to the Company any monies received for such jury or witness duty (not including expense monies) and the Company will pay the employee the pay he would have received had he been working. Such pay shall not exceed 8 straight time hours per day or 40 straight time hours per week.
- B - The employee shall furnish evidence to the Company that he reported for or performed jury duty or appeared as a witness on the days for which payment is claimed.
- C - The employee is required to report for work on days or partial days when he is not required on jury duty or as a witness in a court of law.

9.02

Bereavement Pay

- A - Should a death occur in the immediate family of an employee, he may request bereavement leave for the purpose of making funeral arrangements and attending the funeral. "Immediate family" shall mean spouse, son, daughter, brother, sister, brother-in-law, sister-in-law, mother, father, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchildren, stepson, stepdaughter, stepbrother, stepsister, stepmother, stepfather and member of the household.
- B - The employee shall be granted such time off with pay up to a maximum of 3 days to arrange and attend the funeral. This will not include pay for days on which the employee is not scheduled to work. Bereavement pay shall not exceed a maximum 8 straight time hours per day.

- C – In the event of the death of an employee’s uncle, aunt, niece or nephew, he will be granted time off with pay (up to 8 straight time hours) for the purpose of making arrangements and/or attendance at the funeral on his scheduled day of work.

9.03 **Leaves Of Absence**

Leaves of absence up to 30 calendar days, without pay and without loss of seniority may be granted (except for gainful employment elsewhere) by the Plant Manager or his designee.

Note: The conditions of all leaves of absence shall be in writing with copies for the Company and the Union. If an employee violates the conditions of his leave of absence, it may be just cause for discharge.

9.04 **Convention/Business/Conference/Seminar Leave**

If an employee is elected or appointed as an official delegate to attend conventions, business meetings, conferences or seminars in connection with the affairs of the Union, said employee shall with due regard for the staff requirements of the Company, on giving the Company at least 5 days notice, be granted leave of absence without pay, to attend such conventions, meetings, courses, conferences or seminars. The Company reserves the right to limit the number of delegates who may be away at any one time to one employee.

9.05 **Maternity Leave & Parental Leave**

The Company agrees to grant a Maternity Leave of Absence or a Parental Leave of absence in accordance with Section 52 – 59.1(2) of *The Employment Standards Code, CCSM c. E110*.

ARTICLE X HEALTH AND WELFARE

10.01 **Group Insurance**

The group insurance program in effect on the effective date of this Collective Agreement is a separate document and will continue in effect during the term of this Collective Agreement. Additional information contained in Appendix A of the Collective Agreement.

10.02 **Pension**

The pension plan for bargaining unit employees at the Winnipeg plant is a separate document whose term will run concurrently with the term of this Collective Agreement. Additional information contained in Appendix B of the Collective Agreement.

10.03 **Injury On the Job**

An employee injured on the job will be sent for first aid and treatment. If further treatment is required, the employee will go to a doctor or hospital of his choice. If the employee is sent home or to a hospital by the doctor administering first aid, he will be paid for the balance of the shift on which the injury occurred. Transportation shall be provided by the Company to his home if required.

The Employee will be required to present & have their physician complete Exhibit A and return it to the Company as soon as reasonably possible. The cost of completing the form will be paid by the Company as outlined in Article 11.05.

ARTICLE XI GENERAL PROVISIONS

11.01 **Non-Discrimination**

The Company agrees that there will be no discrimination, interference, restraint, or coercion by the Company or by any of its representatives, with respect to any employee because of his membership in or connection with the Union. Whenever the male gender is used in this Collective Agreement, it shall be interpreted to apply equally to the female gender.

11.02 **Supervisors Working**

There shall be no restriction on supervisors or other Company personnel performing any type or amount of work at any time.

It is not the intention of the Company to replace bargaining unit employees with non-bargaining unit employees.

11.03 **Union Stewards**

- A – The names of the Union Stewards shall be given to the Company in writing. A Union Steward shall be entitled to leave his work during working hours in order to carry out his functions under this Collective Agreement for the

investigations and processing of grievances, attendance at meetings with management, and participation in contract negotiations. Permission to leave work during working hours for such purposes shall first be obtained from the supervisor, but such permission shall not be unreasonably withheld. All time spent in performing the above duties shall be considered to be time worked; providing payment shall only be made for time actually lost in the regular scheduled straight time hours of work for that day.

- B – The full time Union Representative or designate shall be present at meetings between the Company and the Union to discuss matters of common concern.
- C - Shop Stewards &/or members of the Union's Executive Board, shall be granted time off without pay to attend Union business, providing the Company is given two (2) weeks prior notice of such request and provided the Company is able to maintain sufficient operations. No requests will be unreasonably denied.

11.04 **Reporting Requirements – Absences And/Or Lateness**

In the event an employee is unable to report for work as scheduled, he shall be required to notify the Company of this fact by phone or some other reasonable method prior to the start of his shift. This notification must also include the employee's reason(s) for his failure to report as well as stating the time of his anticipated return. It is also understood that this reporting requirement does not eliminate the additional responsibility on the part of the employee to further prove the legitimacy and need for any such absence or lateness.

11.05 **Reinstatement Requirements Following Sickness Or Injury**

An employee's reinstatement following sickness or injury will be conditional on his supplying, when requested, the Company's return to work form—indicating that he is ready and able to return to work. The cost of the completing the return to work form will be paid by the Company.

The Company's Return to Work form is as included in Appendix A of this Collective Agreement.

11.06

Lunchrooms, Work Clothing Etc.

The Company will provide:

- A - Lunchrooms, change rooms, locker and washroom areas. They shall be cleaned regularly and kept in good order.
- B - Rubber boots, rubber gloves, and waterproof suits for washing purposes.
- C - Gloves, mitts, goggles, and aprons for welding.
- D - Active employees will receive seven (7) pairs of uniforms per year. Uniforms will be laundered weekly and the cost of laundering will be paid for by the Company. The uniforms shall be of acceptable quality and fit. Work clothing shall be issued to employees in the period April 1 to May 15 each year. Parkas or skidoo suits and insulated mitts will be provided to all employees working in outside conditions. The above articles must be turned in before replacement.
- E - Active employees shall also receive safety shoes as required.

ARTICLE XII SAFETY AND HEALTH

12.01 The Company agrees to a joint Labour/Management Safety and Health Committee which shall meet at least quarterly during regular working hours and which shall conduct safety tours of the Company's operations prior to each meeting.

12.02 The Labour/Management Safety and Health Committee shall be comprised of six (6) persons, consisting of three (3) employees, within the bargaining unit, appointed by the Union and three (3) persons appointed by the Company. At no point shall the committee have more management representatives than worker representatives. A full time Union Representative and/or guests may also attend these meetings from time to time, if mutually agreed between the parties.

12.03 All employees on the Safety and Health Committee shall receive the necessary time off with pay when conducting business. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office shall also be emailed a copy of these minutes. The Chairperson of this Committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

12.04 The Company agrees to provide time off, with pay, as required by provincial legislation, for the purpose of allowing Union members of the Safety and Health Committee to attend safety and health seminars, courses or conferences. The time and scheduling of this time off is to be mutually agreed upon between the Company and the Union.

12.05 The Company agrees to pay the tuition costs and lost wages, if applicable, of any employee completing an approved First Aid course. Courses must be approved by the Company prior to enrolment.

ARTICLE XIII UNION REPRESENTATIVE'S VISITS

13.01 After notifying the Plant Manager or a designated representative, two (2) hours prior to visiting the Plant, duly authorized full-time representatives of the Union shall be entitled to visit the plant for the purpose of observing working conditions, interviewing members and unsigned employees and to ensure that the terms of the Collective Agreement are being implemented. Notification shall take place by entering the Company's premises and before proceeding on a visit.

Occasionally, and with the approval of the Company, a Union Shop Steward and a member of management shall be entitled to accompany the full-time Union Representative to tour the plant to observe work conditions and all such time spent by the Shop Steward shall be considered as time worked. The Company will not unreasonably deny any such request.

13.02 The interview of an employee by a Union Representative shall be permitted, after notifying the Plant Manager or his designated representative, and shall be:

- (a) carried on in a place within the Company's premises designated by management;
- (b) held whenever possible during the lunch period and rest periods; however, if this is not practical;
- (c) held during regular working hours; time taken for such interview shall be limited to five (5) minutes, and with the approval of management such interview may be longer than five (5) minutes but time taken in excess of five (5) minutes shall not be on Company's time;
- (d) held at such times as will minimize interference with production.

ARTICLE XIV NO STRIKES OR LOCKOUTS

14.01 **No Strikes Or Lockouts**

During the term of this Collective Agreement there shall be no strike, slowdown, or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Company.

ARTICLE XV SCOPE AND TERM OF THIS COLLECTIVE AGREEMENT

15.01 **Term Of Collective Agreement**

This Collective Agreement shall remain in full force and effect from April 1, 2020 to March 31, 2023, inclusive. The termination of the existing Collective Agreement and the negotiation of the new contract will be in accordance with the Manitoba Labour Relations Act.

15.02 **Separability**

All provisions of this Collective Agreement shall be subject to the laws of Canada and those of the Province of Manitoba. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Collective Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

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

SIGNED THIS DAY OF , 2021.

FOR THE UNION:

FOR THE COMPANY:

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Preamble

A-1.01 The following Health and Welfare benefits shall be arranged for by the Company for employees covered by this Collective Agreement and shall be subject to the terms and conditions of the master policies and contracts in force which shall form part of this Collective Agreement. The Company shall have the right to make arrangements for the replacement of such benefits provided that benefit levels are maintained.

A-1.02 All of the benefits referred to in this Appendix shall apply to all employees within the bargaining unit, with the exception of casuals, after three (3) months of continuous employment for Weekly Indemnity Benefits and Long Term Disability Benefits and six (6) months for Healthcare, Dental care, Basic Life, Optional Life Insurance and Accidental Death and Dismemberment Insurance.

A-1.03 The cost of premiums shall be paid by the Company.

A-1.04 This appendix is intended only as a convenient summary of the important provisions of the Health & Welfare plans which are more fully described in a booklet which shall be supplied by the Company to each eligible employee.

Benefit Details	
Employee Basic Life Insurance	\$39,000
Optional Life Insurance	Available in \$10,000 units to a maximum of \$200,000, for you or your spouse, subject to approval of evidence of insurability If you are covered under this plan as both an employee and a spouse, you are limited to the \$200,000 maximum
Employee Accidental Death, Dismemberment and Specific Loss (Principal Sum)	An amount equal to your Basic Life Insurance

Weekly Income Benefit <i>Waiting Period</i> <i>Maximum Benefit Period</i> <i>Amount</i>	 <i>3 calendar days</i> <i>26 calendar weeks</i> <i>66 2/3 % of weekly earnings to a maximum of \$655</i>
Long Term Disability Income Benefits <i>Waiting Period</i> <i>Amount</i>	 <i>180 days</i> <i>60 % of your monthly earnings to a maximum of \$1,500.00</i>
Healthcare -- Covered expenses will not exceed customary charges	
Deductibles <i>Individual</i> <i>Family</i>	\$10.00 each calendar year \$10.00 each calendar year <i>The individual and family deductibles do not apply to In-Canada Ambulance, In-Canada Hospital, Manitoba Medical Hostel Accommodation, Prescription Drugs and Visioncare expenses.</i>
Reimbursement Levels	
<i>In Canada Ambulance, in-Canada Hospital, Manitoba Medical Hostel Accommodation and Visioncare Expenses</i>	100%
In-Canada Prescription Drugs	
- <i>Dispensing Fee Expenses</i>	100%
- <i>Reimbursement (Paper) Drug Plan Expenses</i>	80%
- <i>Pay Direct (Electronic) Drug Plan Expenses</i>	80% (remove dispensing fee)
- <i>All other expenses</i>	

Basic Expense Maximums	
<i>Hospital Medical Hostel</i>	<i>Semi-private room As described</i>
<i>Accommodations Home Nursing Care</i>	<i>\$3,000 for a maximum of 12 months per condition Included</i>
<i>Prescription Drugs Dispensing Fee Limit</i>	<i>The covered expense for the dispensing fee portion of a prescription drug change is limited to \$6.00 under the Pay Direct (Electronic) Drug Plan</i>
<i>Smoking Cessation Products</i>	<i>\$500.00 Lifetime</i>
<i>Cardiac Rehab Program</i>	<i>\$300.00 Lifetime</i>
<i>Custom-fitted Orthopedic Shoes and Custom-made Foot Orthotics</i>	<i>\$300.00 every 12 months</i>
<i>Myoelectric Arms</i>	<i>\$10,000 per prosthesis</i>
<i>External Breast Prosthesis</i>	<i>1 every 12 months</i>
<i>Surgical Brassieres</i>	<i>2 every 12 months</i>
<i>Mechanical or Hydraulic Patient Lifters</i>	<i>\$2,000 per lifter once every 5 years</i>
<i>Outdoor Wheelchair Ramps</i>	<i>\$2,000 lifetime</i>
<i>Blood-glucose Monitoring Machines</i>	<i>1 every 4 years</i>
<i>Transcutaneous Nerve Stimulators</i>	<i>\$700.00 Lifetime</i>
<i>Extremity Pumps for Lymphedema</i>	<i>\$1500.00 Lifetime</i>
<i>Custom-made Compression Hose</i>	<i>4 pairs each calendar year</i>
<i>Wigs for Cancer Patients</i>	<i>\$200.00 lifetime</i>

Paramedical Expenses Maximums	
<i>Chiropractors</i> <i>Dieticians</i> <i>Physiotherapists</i> <i>Psychologists/Social Workers</i> <i>Athletic Therapists</i> <i>Podiatrists/Chiropodists</i> <i>Massage Therapists</i>	\$400.00 /calendar year \$350.00/calendar year \$350.00/calendar year \$350.00/calendar year \$10.00/visit - \$100.00/calendar year \$350.00/calendar year \$300.00/calendar year
Visioncare Expense Maximums	
<i>Glasses, Contact Lenses and Eye Examinations</i> <i>Eye Examinations</i>	\$300.00 every 24 months Cost of one (1) eye exam up to seventy-five (\$75.00) dollars every twenty-four (24) months 1 every 24 months
Out of country Emergency Care Expense Maximum	\$2,500.00 each calendar year
Lifetime Healthcare Maximum	Unlimited
Contact – Employee Assistance Program	See benefit description
Dental Care -- Covered expenses will not exceed customary charges	
Payment Basics	The dental fee guide in effect on the date treatment is rendered for the province in which treatment is rendered
Deductible	Nil
<i>Reimbursement Levels</i>	
<i>Basic Coverage</i>	100%
<i>Major Coverage</i>	70%
<i>Orthodontic Coverage</i>	50%
<i>Accidental Dental Injury Coverage</i>	100%
<i>Plan Maximums</i>	
<i>Accidental Dental Injury Treatment</i>	<i>Unlimited</i>
<i>Orthodontic Treatment</i>	\$1,500.00 lifetime
<i>All Other Treatment</i>	\$2000.00 each calendar year

APPENDIX "B"

PENSION

B-1.01 The following Pension benefits shall be arranged for by the Company for employees covered by this Collective Agreement and shall be subject to the terms and conditions of the master policies and contracts in force which shall form part of this Collective Agreement.

B-1.02 This description is a summary of the major provisions of your Retirement Plans. In the event of any inconsistency or misunderstanding, the benefit will be administered according to the official Plan documents and application legislation.

B-1.03 **DEFINED CONTRIBUTION PLAN**

Eligibility	Employees hired after April 6, 2011, are eligible to participate after the completion of their probationary period, whichever is later, in accordance with the Collective Agreement.
Company Contributions & Employee Contributions	<p>L832 Plant Workers: All employees will be auto enrolled into the Defined Contribution Plan, the onus is on each individual employee should they wish to opt out of the plan. The Company will contribute 4% of regular wages (including vacation and holiday pay).</p> <p>All employees hired after DOR that are enrolled in the Defined Contribution Plan will have a ½% per year of service to a maximum of 5% (half percent increase each year of service to a maximum of five percent at ten years of service) deducted from their hourly rate of pay towards additional plan contributions. Employees who are enrolled in the plan with a hire date between April 6, 2011 & DOR will have the option to have the additional contributions deducted from their hourly rate of pay if they so choose.</p> <p>The Company will contribute an additional 1% of regular wages (including vacation and holiday pay) for every additional 2% contributed by the employee. Maximum Company contribution is 6%.</p>
Optional Employee Before-Tax Contributions	L832 Plant Workers: 1-12% of pay

Vesting	Employee and Company contributions are 100% vested.
Investment of Employee Contributions	Your choice of available investment options.
Tax Status	Your contributions to the DC Plan are taken out before your pay is determined for tax withholding purposes.

B-1.04 **Malteurop Canada Ltd. Wage Rate Employees' Retirement Plan.**

Eligibility	<p>All employees included in a covered unit become a <i>member</i> after the completion of 1040 regularly scheduled hours of employment with Malteurop Canada Ltd.</p> <p>This plan was closed to new members of L832 Plant Workers effective April 6, 2011.</p> <p>New members are eligible to participate in the Company DC Plan (see Schedule B).</p>
Vesting	You are immediately vested.
Normal Retirement Date	Age 65
Basic Benefit Formula	<p>40% of the aggregate total amount of your Regular Member Contributions made prior to April 1, 1983 Plus 2% of your total Pensionable Earnings after April 1, 1983 Divided by 12 Equals Monthly Normal Retirement Benefit</p>
Early Retirement Eligibility	<p>Provided you have attained age 55, you may retire prior to your normal retirement date and receive a reduced pension which is the actuarial equivalent of the accrued pension, calculated using the Basic Benefit Formula, payable at your Normal Retirement Date.</p>

	<p>If you have 25 years of employment service and the sum of your attained age (completed years) and completed years of service equal 85, you may retire prior to your Normal Retirement Date and receive a pension calculated using the Alternate Formula.</p> <p>If the sum of your attained age (completed years) and completed years of service equals or is greater than 82 but less than 85, you may retire prior to your Normal Retirement Date and receive a pension calculated using the Alternate Formula but reduced by 3% for each point that the sum of your age and service is less than 85.</p> <p>If the sum of your attained age (completed years) and completed years of service equal 85 but you have less than 25 years of service, you may retire prior to your Normal Retirement Date and receive a pension calculated using the Alternate Formula but reduced by 3% for each year that your service is less than 25, to a maximum of 3 years of reduction.</p>
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Alternate Formula	<p style="text-align: center;">Credited Service Multiplied by Flat Benefit Rate (currently \$46) Divided by 12</p>
Credited Service	Your total employment service, including an eligible period of temporary absence. In each Plan year, it is the ratio of the number of your regularly scheduled hours to 2080 hours, to a maximum of 1 (or 12 months).
Normal Form of Pension	Life annuity with 36 monthly payments guaranteed
Mandatory Pension Form	If you have a spouse at the date your payments commence, you must elect a form of pension which is payable for your lifetime and, on your death, payable for your spouse's lifetime at two-thirds of the amount of pension which had been payable prior to your death. Your spouse may elect to waive his or her right to this mandatory pension form by completing the form prescribed for that purpose.

Optional Pension Forms	Subject to the Mandatory Pension Form described above, you may elect a Life annuity with 120 payments guaranteed or, if you have a spouse, elect a form of pension which provides a survivor benefit of either 50% or 100% of the amount you were receiving immediately prior to your death.
Portability	For L832 Plant Workers, portability shall cease at age 60 .
Cost	100% Company paid. Members may elect to make Additional Voluntary Contributions to provide additional benefits on termination, retirement or death.
Eligible Period of Temporary Absence	In the event of a medical leave (occupational or non-occupational), pension benefits shall continue to accrue for a maximum of 54 weeks from the date of disability. No benefits shall accrue during temporary lay-off.
Disclosure of Plan Information	You have a right to receive certain information about the Plan. The Company must provide you (or your spouse, common-law partner or authorized representative, if requested) with the following: <ul style="list-style-type: none"> ▪ within 6 months after the end of the plan year, an annual financial statement showing your position in the plan; ▪ within 60 days after notification of your termination of employment, a financial statement outlining your benefits and your options; ▪ within 60 days after notification of your application for retirement, a financial statement outlining your benefits and your options; and ▪ within 60 days after proper notification of your death, a financial statement outlining the death benefit and your spouse's or common-law partner's options.

	<p>Once per year, you may request copies of other plan documents such as:</p> <ul style="list-style-type: none">▪ the text of the pension plan,▪ information on how the plan and its funds are administered,▪ the most recent cost certificate,▪ extracts from the most recent actuarial valuation, and▪ the most recent annual financial statement. <p>If you require copies of these additional plan documents, you must submit your request in writing to the Company and you may be charged a reasonable fee to cover the administration costs involved.</p>
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LETTER OF AGREEMENT

BETWEEN:

MALTEUROP CANADA LTD., in the City of Winnipeg, Province of Manitoba, hereinafter referred to as the "Company"

AND

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

The parties agree that the following items shall apply to the Collective Agreement between the parties.

I. Initial Seniority List – The following Seniority List includes all active employees as of April 30, 2015, the ratification date of the Collective Agreement between Malteurop Canada Ltd. and UFCW Local Union 832:

<u>Employee</u>	<u>Start Date</u>
Palmer, Lee J.	December 1, 1994
Naturkach, Myron J.	March 21, 1995
Wilson, Donald A.	April 12, 1999
Fontaine, Denis P.	January 26, 2000
Walsh, Kenneth R.	April 26, 2000
Miller, Jeremy C.	May 28, 2000
Possia, Jeff R.	January 6, 2003
Fontaine, Kevin	March 31, 2003
Watcher, Stan	November 5, 2008
Burton, Ronald Edward	August 17, 2011
Hutchinson, Grant	March 27, 2012
Siwicki, Mitch	July. 3, 2012
Paulsen, Ryan	September 5, 2012
Baggs, Laughlin	January 2, 2013
Konkin, Bradley	April 15, 2013
Gregory, David	November 25, 2013
Beazley, Joel	February 3, 2014
Desrosiers, Jude	February 24, 2014
Purtov, Vadym	March 24, 2014

Burrows, John
Mack, Peter
Grower, Nathaniel
Renville, John
Dave, Gaurang
Vandervis, Jesse
Anderson, Sheldon

June 25, 2015
August 5, 2015
August 18, 2014
September 2, 2014
September 8, 2014
October 14, 2014
April 13, 2015

II. Previous Vacation Schedule – Following is the “previous vacation schedule” referred to in Section 8.01 Notes 1 and 2:

Length of continuous
Service by employee
at anniversary date
of employment

Total Annual Vacation

1 year
3 years
8 years
15 years
20 years

2 weeks – 80 hours basic pay
3 weeks – 120 hours basic pay
4 weeks – 160 hours basic pay
5 weeks – 200 hours basic pay
6 weeks – 240 hours basic pay

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

SIGNED THIS DAY OF , 2021.

FOR THE UNION:

FOR THE COMPANY:

LETTER OF UNDERSTANDING

BETWEEN:

MALTEUROP CANADA LTD., in the City of Winnipeg, Province of Manitoba, hereinafter referred to as the "Company"

AND

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

With the execution of this Letter of Understanding the Company guarantees that it, its successors or any other entity will not make any changes, amendments or alterations to the Defined Benefit Pension Plan that is in effect April 6, 2011, for the following current members plus all current retirees:

- Lee. J. Palmer
- Myron J. Naturkach
- Donald A. Wilson
- Kenneth R. Walsh
- Jeremy C. Miller
- Jeff R. Possia
- Kevin Fontaine

The Parties further agree that this letter shall form part of this collective agreement and will automatically incorporated into all subsequent collective agreements between the parties or their successors and shall remain in effect until all of the above named employees cease to be plan members unless otherwise mutually agreed between the parties.

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

SIGNED THIS DAY OF , 2021.

FOR THE UNION:

FOR THE COMPANY:

EXHIBIT B

TO: THE NEW OR REHIRED EMPLOYEE

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

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

“The Company shall provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee his or her responsibility in regard to the payment of Union dues and initiation fees. The Company shall forward Exhibit One, as attached to this Collective Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter.”

“The Company shall 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 pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer’s four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and Social Insurance Numbers (providing the employee has not expressed in writing to the Union and Company their desire that their social insurance number be withheld), telephone numbers and addresses of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque, with the name change of employees.”

Please complete a Membership Application (sample provided below) immediately and return it to the Company so they can forward it to the UFCW, Local 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.

