

HYLIFE FOODS

FROM: February 1, 2015
TO: January 31, 2020

HYLIFE FOODS

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EXPIRY: JANUARY 31, 2020

AGREEMENT BETWEEN:

HYLIFE FOODS, Neepawa,
Manitoba, hereinafter referred to as
the "Employer",

AND

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

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

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

ARTICLE 1 PURPOSE

1.01 The Employer and the Union jointly recognize the need for efficient operations that enable the Employer to be competitive thereby creating an environment conducive to success. When negotiating terms and conditions of employment the parties recognize the importance of adapting to change, promoting flexibility, productivity and employee involvement in the workplace. Both parties agree that their mutual interest lies in friendly co-operation to promote the welfare of both the Employer and the employees.

ARTICLE 2 UNION RECOGNITION

2.01 The Employer or anyone authorized to act for it recognizes the Union as the sole collective bargaining agency as certified by the Labour Relations Board for the Province of Manitoba, for all its production employees excluding supervisors and those above the rank of supervisor, office and sales personnel, construction workers and those excluded by the Labour Relations Act and hereby consents and agrees to negotiate with the Union or any committee thereof in any and all matters affecting the relationship between the said employer and the employees who are members of the Union.

Additionally, at the Employer's operation known as Freezerco in the

town of Neepawa, the Employer or anyone authorized to act for it recognizes the Union as the sole collective bargaining agency as certified by the Labour Relations Board for the Province of Manitoba, for all its employees excluding managers and those above the rank of manager, truck wash, Administrative Personnel, Chief Engineer and those excluded by the Labour Relations Act and hereby consents and agrees to negotiate with the Union or any committee thereof in any and all matters affecting the relationship between the said employer and the employees who are members of the Union.

2.02 The Employer agrees to retain in its employ, within the bargaining unit, only members of the Union in good standing.

2.03 The Employer shall be free to hire new employees who are not members of the Union, provided said non-members, whether part-time or full-time employees shall be eligible for membership in the Union, and shall make application within ten (10) working days after employment and become members within thirty (30) working days.

2.04 The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the new employee his or her responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Chief Steward of the Union, once a month, with a list containing names of all employees who have terminated their employment during the previous month.

2.05 Once a month, the Chief Shop Steward shall be notified by management regarding the rate of pay and department of each new employee.

2.06 The Employer will notify the Union one (1) week in advance of an orientation for new foreign workers being scheduled, and forty eight (48) hours' notice for an orientation of domestic employees

The Employer shall allow the full-time union representative, or his or her designate, sixty (60) minutes during the new employee orientation to explain their rights and obligations. Union Membership forms (Exhibit One) will be completed at this meeting.

ARTICLE 3 DEDUCTION OF UNION DUES

3.01 The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' **from their** first pay. Monies deducted during any month shall be forwarded by the Employer to the **Union by direct deposit in accordance with the instructions of 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 or monthly **electronic** statement of the names and social insurance numbers and addresses of the employees for whom deductions were made and the amount of each deduction **forwarded to the Union via email**. The Employer shall also provide the Union, when remitting the monthly **deposit**, with the name **and address** changes of employees.

3.02 Each year the Employer shall calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T-4 slip of each employee by no later than February 28th.

3.03 The Employer will procure from such new and probationary employees the necessary membership applications and membership in the Union shall be granted within the above-mentioned thirty (30) working day period.

ARTICLE 4 UNION REPRESENTATIVE'S VISITS

4.01 A full-time Union Representative known to the management as the designated Union Representative will be entitled to service the unit for the purpose of observing working conditions, interviewing members, and to ensure that the terms of the Collective Agreement are being implemented.

4.02 Under no circumstances will a Union Representative interrupt, disrupt or stop any employee while engaged in the performance of their duties. If the Union Representative wishes to speak to any employee, she/he shall first obtain permission from the senior onsite Human Resources official, who shall not unreasonably deny this request.

4.03 When entering the plant and before visiting the plant, the Union Representative shall contact the senior onsite Human Resources official and advise that she/he intends to visit the plant. The **Employer** shall then allow the Chief Steward or designate to accompany the Union Representative during such visits.

4.04 The Union Representative, when entering a department, shall first inform the senior onsite Human Resources official of his or her presence.

4.05 When in the plant the Union Representative will follow and observe all policies governing the plant operations.

4.06 All time spent by the Chief Steward or alternate shall, if during their regular shift, be considered as time worked.



ARTICLE 5 MANAGEMENT

5.01 The management of the Employer and the direction of the working force, including the right to plan, direct and control working operations, to maintain the discipline and efficiency of the employees and to require employees to observe employer rules and regulations; to hire, lay off; or assign employees working hours, to suspend, transfer, promote, demote, discipline and discharge employees for just cause are to be the sole right of the Employer.

5.02 The Employer shall be the sole judge as to the merchandise to be handled.

5.03 The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth, the management, therefore, retaining all rights not specifically covered in this Agreement provided this will not be used for the purpose of discrimination against any employee or to avoid any of the provisions of this Agreement. All of the above shall be done within the context of the clauses of this Agreement.

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

ARTICLE 6 BARGAINING UNIT WORK

6.01 Management personnel shall not assume duties that are normally performed by hourly paid employees except where such duties are limited to occasional work, negligible in amount, but such management personnel shall in no way be restricted from work which:

- (a) is of a confidential clerical nature;
- (b) is for the purpose of instruction, experimentation, demonstration, investigation, replacement of any employee absent from his/her job during the day, or coping with an emergency. An emergency herein shall not be construed as including work resulting from additional volume;
- (c) is to overcome production difficulties caused by absence of one or more employees.

ARTICLE 7 CONTRACTING OUT

7.01 The Employer prefers to have work done by its employees although at times it is necessary to have work performed by outside contractors. The relevant factors which the Employer will consider before contracting out such work include, adverse effect on employees, availability of required skills, duration and frequency of the



job, urgency of the job, cost of equipment in relation to its use and relative cost comparison.

7.02 When work performed on the premises by outside contractors represents a material change in practice and has adverse effect on present employees of a group affected by such change of practice, the matter may be the subject of a grievance and may be taken to arbitration.

7.03 Should an arbitrator be called on to review the Employer's action, it may consider the relevant factors referred to above, in order to determine the reasonableness of the Employer's action with regard to all circumstances. Should the arbitrator find that the Employer's action was not reasonable, the arbitrator will direct that the Employer choose between having the work performed by its employees or ceasing such operation, and that the Employer shall have a reasonable time to effect the decision.

7.04 This provision does not apply to installation and construction work.

7.05 The Employer may at times experiment to determine if work can be performed effectively and economically by its own employees. When this is done for a trial period it shall not be considered a change of practice should the Employer elect to contract out, after the trial period.

ARTICLE 8 LEAD HAND

8.01 A lead hand cannot hire, fire, discipline, or suspend another employee. A lead hand's duties may include training co-workers and assisting to maintain sharp knives.

8.02 In cases of vacancy, the lead hand will be appointed by the Employer. Said employee shall be allowed three (3) months to decide if he or she wishes to perform said job. If not, the employee shall report to his or her former position.

In determining who is appointed, the Employer will post a notice of the lead hand vacancy to allow individuals to put their names forward as candidates. In this process, seniority will be one of several considerations along with technical capability and competency however the final appointment is at the sole discretion of the employer and will be based on the most technically capable and competent person for the position.

Employees selected under this process will be asked to provide a resume and will be interviewed and questioned on a variety of skill sets relative to the positions for which they apply.

8.03 A lead hand's job grade will be **seventy five (75¢) cents** above the rate for a bracket 6.

ARTICLE 9 GENDER

9.01 It is understood that where the word "he" is used in this Agreement it shall also cover female employees, **and where the word "she" is used in this Agreement it shall also cover male employees.**

ARTICLE 10 ADDRESS AND TELEPHONE NUMBERS

10.01 Employees shall notify the Employer's payroll clerk at once of all changes of address and telephone numbers, temporary or permanent. **The Union will assist the Employer in obtaining the necessary contact information for employees upon request.** Failure of the employee to do so would relieve the Employer of any obligations to the employee under this contract where that information is required to fulfill the obligations, **unless the information is relative to lay off, recall and shift change.**

10.02 The Employer agrees to provide the Union with addresses, phone numbers as provided by the employee, **department, job,** and rates of pay of all employees, in January, **April, July and October** of each year.

ARTICLE 11 HOURS OF WORK

11.01 Work Week

The work week shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday. The schedule of hours is to be posted on the bulletin board and agreed to by both parties. This shall not be interpreted to imply any guarantee of hours.

The shift schedule for Power Engineers, current Maintenance employees who volunteer to work a 24/7 shift schedule and all Maintenance employees hired after the date of ratification shall be governed by the provisions of Appendix D. All other Maintenance employees shall only work Sundays on a voluntary basis.

Employees hired after the date of ratification of this agreement can be scheduled to work five (5) consecutive eight (8) hour days resulting in forty (40) hours per week under the following conditions:

- **Employees hired after the date of ratification of this agreement who are assigned to the Japan Loading, Shipping, QA/HACCP, DSP, Speciality and Freezerco Departments can be scheduled to work either eight (8) hours per day, forty (40) hours per week, Monday through Friday or eight (8) hours per day, forty (40) hours per week, Tuesday through Saturday.**

- **Employees hired after the date of ratification of this agreement who are assigned to the Sanitation Department can be scheduled to work either eight (8) hours per day, forty (40) hours per week with consecutive days off.**
- **Employees hired after the date of ratification of this agreement who are assigned to the Maintenance Department can be scheduled to work no more than twelve (12) hours per day, with an average forty (40) hours per week averaged over three (3) weeks with a minimum of two (2) consecutive days off.**

Employees in the Japan Loading, Shipping, QA/HACCP, Sanitation, DSP, Speciality and Freezerco Departments who were hired prior to the date of ratification will be given the option to remain on their current shift and may do so by advising the Employer of their choice within thirty (30) days of the date of ratification of this agreement.

In the event that the employee identified above opts to move to another position, then they will remain in their position on that shift until a replacement is trained and assigned the duties. The position they vacate will be posted in accordance with Article 23 except that the employer will not backfill the position in accordance with 23.05, but will assign a new employee hired after the date of ratification of this agreement to fill the vacancy.

In the event that the available position to which the employee identified above is being moved has a lower Bracket than the Bracket they are being paid, then the Employer will freeze that employee's current Bracket for a period of nine (9) months after which they will revert to the Bracket of the job they are performing.

This shall not be interpreted to imply any guarantee of hours.

11.02 **Work Schedule**

The work schedule shall consist of regular steady shifts and not **split** shifts.

11.03 **Changes to Work Schedule**

Changes to the hours of work may be made, from time to time, to meet the requirements of the business. The Union will be consulted before a change is made in a **department's** schedule, or when feasible, **to** an individual's schedule. Employees will be entitled to **seven (7) days'** notice of schedule changes **for a department and forty eight (48) hours'** notice to individuals when such change affects less than the entire department, unless notification of the shift change is made on a Friday in which case two (2) working days' notice shall be required. If a

schedule is changed without sufficient notice, the employee(s) shall receive overtime for all hours worked outside the previous schedule until the expiry of the required notice.

11.04 **Set Back Start Time**

The Employer shall be entitled to set back the start time to a later hour and such change shall not be regarded as a change in the scheduled hours under the provisions of this section, however, overtime shall commence after the normal end of the shift. The Employer agrees to make reasonable efforts to advise employees in advance of a setback of the start time.

11.05 **Minimum Time Off Between Shifts**

All employees shall have a minimum of ten (10) hours off between shifts. This provision is effective only if an employee has not volunteered to work overtime following a shift. In the event that the Employer has insufficient employees to staff its operation then it will canvass employees who are on the same shift that is working the overtime, for example, employees working dayshift will be canvassed for dayshift overtime.

11.06 **Clean-up Time**

The Employer agrees to allow employees who must clean their aprons, knives, rubber boots or mesh gloves, five (5) minutes clean up time prior to their regular quitting time.

11.07 **Time Clock**

Employees are to punch in on the time clock after changing into their work clothes. They are to punch out on the time clock prior to changing into their street clothes.

11.08 Whenever an employee performs work outside his or her regular schedule such employee need not be required to take time off to bring his or her hours down to the standard working week.

11.09 The Employer recognizes the importance and desirability of stabilizing employment on an annual basis and to that end will attempt to give employees fifty-two (52) weeks work per year including the vacation period. It is understood and agreed by the Employer and the Union that the foregoing sentence constitutes a statement of policy only and is not intended to and does not impose any contractual obligations whatsoever on the Employer.

11.10 The Employer will allow the employees reasonable relief as well as necessary time for changing clothing or equipment necessitated by a change in working conditions.

11.11 The Employer will guarantee its employees a minimum of seventy-

four (74) hours pay per two (2) week pay period inclusive of any payment for hours worked and/or paid for, hour for hour and for overtime hours worked.

Notwithstanding the above, the Employer may reduce the weekly guarantee to thirty-two (32) hours to a maximum of eight (8) weeks per year, for any of the following reasons: inadequate hog supply; market fluctuations; cost of raw material; and mechanical or technical problems. The reduction would result in a guarantee of sixty-four (64) hours (which would count as two weeks) or sixty-nine (69) hours (which would count as one week) per two (2) week pay period. The week of the reduced guarantee would be worked in four (4) shifts of eight (8) hours.

11.12 In the event of a general holiday, or a day in lieu thereof, falling on a scheduled work day, the guarantee shall be reduced by eight (8) hours.

11.13 If an employee is late or absent on a day that his or her gang works, such employee shall have that portion subtracted from the weekly pay guarantee.

11.14 An employee who is called in to work after the commencement of the payroll week, shall be guaranteed the fraction of the weekly hours of work which the number of days remaining of the payroll week is of the scheduled work week.

11.15 An employee's weekly guarantee shall be reduced by eight (8) hours for each day in any week that the employee is laid off.

11.16 When the Employer is forced to close by a Government Statute, whether Provincial or Federal on a non-paid holiday, eight (8) hours will be deducted from the guarantee for that week.

11.17 In the event of closure of the plant or a substantial portion of the plant as a direct result of an Act of God, fire, flood, livestock epidemic, human epidemic or layoff notice, guaranteed hours will not apply.

11.18 The guaranteed payment shall be reduced one-quarter ($\frac{1}{4}$) hour for each quarter hour or fraction thereof an employee is absent from work during scheduled working hours.

11.19 If inclement weather occurs where highways #16, #5, #1 or #10 are closed by the Department of Highways or the RCMP and that highway must be used by employees to travel to **Hylife Foods or Freezerco in Neepawa** which results in employees attending to work late, or not at all, the employee will not be subject to any disciplinary action, and the absence will be considered to be excused, for all purposes. During inclement weather employees are expected to be available to travel to work should the highways reopen during the first half of their normal shift schedule.

ARTICLE 12 MEAL AND REST PERIODS

12.01 Employees shall not be required, to work more than five (5) hours without the first meal period and five (5) hours without the second meal period. The second meal period shall be one-half (½) hour on the Employer's time and the meal shall be supplied free of charge by the Employer. If due to circumstances the Employer does not provide a meal, a meal allowance of **ten (\$10) dollars** will be added to the employee's gross earnings for that fiscal week.

12.02 Employees required to work more than five (5) hours without a meal period, shall be compensated at one and one half (1½) times their regular hourly rate of pay for all time worked in excess of five (5) hours until the meal period is granted. Employees engaged in continuous shift operations shall be exempt from this clause, but shall be entitled to a lunch period of thirty (30) minutes on the Employer's time. In the event of an earlier than normal start, the Employer shall have the right to change the time of the meal period in order to avoid the double penalty.

12.03 A fifteen (15) minute rest period will be given twice each shift, midway before lunch, and midway after lunch, provided that each work period is of not more than two and one half (2½) hours. It is agreed that except in cases of personal necessity, employees shall not ask for additional time off during the day. It is mutually agreed that rest periods shall not be abused.

12.04 Notwithstanding this section, it is agreed that should a work period exceed two and one half (2½) hours as a consequence of overtime being called, a third fifteen (15) minute rest period shall be granted except where the Employer provides a second meal break in accordance with Article 12.01.

12.05 In the event of short shifts, employees will be paid for the afternoon rest period if they work up to or through the time normally scheduled for the rest period. In the event that the "singer" position receives the rest period or pay for the rest period, all employees on the kill floor shall be entitled to same.

ARTICLE 13 OVERTIME

13.01 The Employer and the Union recognize that it may be necessary for employees to work in excess of their regular number of hours, due to fluctuating livestock receipts and variable volume, but the Employer will limit hours of work beyond such regular number of hours to what is reasonable, **as set out in Article 13.02.**

13.02 Overtime will be limited to one and one-half (1½) hours per day per employee and twelve (12) hours per two (2) week pay period. **Employees who have reached their one and one-half (1½) hour limit per day or their twelve (12) hour limit in any given two (2) week pay period cannot be compelled to work any additional overtime by any other method except through the application of Article 13.04.** Employees who have notified the Employer of medical or dental appointments or other

reasonable obligations within one half (½) hour of the notice of the overtime, shall be excluded from the above and shall not have the overtime offered used to calculate the employee's guarantee.

13.03 When overtime is necessary, except in the event of unforeseen circumstances such as mechanical breakdown all employees shall be notified of the overtime, and the amount of overtime to be worked, not later than the beginning of the lunch break.

In the event overtime is needed for less than the full department, it shall be offered first, by seniority, to the employee(s) who have been working on the job to be done on overtime, and then, by seniority from among those in the remainder of the department who have the ability to do the job. "Late delivery or non-delivery of hogs" is an unforeseen circumstance relieving the Employer of the obligation to provide pre-lunch notice of overtime.

13.04 The method to be used to select employees to work any necessary overtime will be on a voluntary basis by seniority. The employee posted on the job for which overtime is required shall have the first option of working the overtime. In the event this employee does not wish to work the overtime a supervisor will then canvass the other employees within the department to their individual wishes, in the order of senior qualified person to junior qualified person. If the necessary number of employees are not obtained within the department, the Employer may draw employees from other departments in the plant on the basis of senior qualified employee available at the time overtime is requested. If any qualified person is inadvertently missed in this rotation, such employee shall be given the first opportunity the next time overtime is required in the department. In the event that the number required is not obtained by this method, it will be required for qualified and available employees in their reverse order of seniority. **This provision shall not be used to compel any employee to work overtime on the days outside of their normal work week as defined in Article 11.01 unless the overtime is used to compel employees to make up production for eleven (11) general holidays referred to in Article 21.01 and a determined number of days required for the pursuit of market opportunities or for interruption in the normal work week. The determined number of days shall be as follows:**

- a. 2015 shall be six (6) days
- b. 2016 shall be six (6) days
- c. 2017 shall be eight (8) days
- d. 2018 shall be ten (10) days
- e. 2019 shall be ten (10) days

13.05 On regularly scheduled work days overtime rates of one and one-half (1½) times the regular hourly rate of pay shall be paid for all time worked before their regularly scheduled shift, or in excess of eight (8) hours (twelve (12) hours for twelve (12) hour shift employees).

13.06 If by necessity an hourly rated employee is required to work in excess of eleven (11) continuous hours (fifteen (15) hours for twelve (12) hour shift employees),

the employee shall be paid double (2) time his/her regular hourly rate of pay for such additional hours.

13.07 One and one-half (1½) times the employee's regular hourly rate of pay shall be paid for work performed on a Saturday except where the work regularly falls on a Saturday, in which case the employee shall be paid at these rates if the employee works on the day off in lieu of Saturday.

Employees who work on a Saturday when it would normally be a day off shall be paid a premium of one dollar and fifty (\$1.50) cents per hour for all hours worked in addition to one and one half (1½) times their regular rate of pay.

13.08 Double (2) the regular hourly rates of pay shall be paid to all employees for work performed on Sunday and general holidays, except where the work regularly falls on Sunday or the general holiday, in which latter case the employee shall be paid double the regular hourly rate if the employee works on the day off in lieu of Sunday or the general holiday.

13.09 **Shift engineers and maintenance employees who work a 24/7 shift** whose schedule calls for work on calendar Saturdays, Sundays or general holidays shall be paid their regular rates of pay for all scheduled hours.

ARTICLE 14 BANKED OVERTIME

14.01 Employees shall be allowed to "bank" up to eight (8) hours of their overtime per calendar year to be taken as time off with pay at a rate of one and one half (1½) or two (2) times each hour off for each hour banked as may be appropriate. Employees shall be entitled to use banked overtime as paid time off for the following reasons:

1. medical or dental appointments for themselves and when required to attend with a member of their immediate family that could not be scheduled outside working hours;
2. to maximize their hours to eighty (80) per two week period in the event of a temporary layoff;
3. in the event of a plant shutdown;
4. to extend their approved leaves of absence when travelling out of the province to visit relatives;
5. to extend bereavement leave when additional travel is required.

"Banked" overtime not taken by April 1st of the following year shall be paid out by the Employer. Employees must give the Employer written notice as far in advance as possible when using banked overtime as paid time off. If the Employer can



prove that this privilege is being abused, it may withdraw the banking privilege for that employee for the duration of the collective agreement.

ARTICLE 15 MINIMUM CALL-IN

15.01 Employees, when called for work, shall be guaranteed four (4) hours' pay for that day at their regular hourly rate of pay. Under this provision workers shall not leave of their own accord when work is available. For work performed on Saturdays, Sundays or general holidays, the employee shall receive the guaranteed four (4) hours' pay at their regular hourly rate of pay, or pay for the hours actually worked at the applicable overtime rate, whichever is the greater.

15.02 Any employee, who has left the Employer's premises, and is specially called back to work outside his or her scheduled hours for emergency work, shall be through when the emergency is over. For such emergency work, being that outside of scheduled hours, the employee shall be paid four (4) hours at the regular hourly rate of pay or for the hours actually worked at the overtime rate, whichever is the greater.

ARTICLE 16 REDUCTION OF HOURS /LAYOFF /RECALL

16.01 In the case of reduction in the working force the order of layoff shall be as follows:

- (a) Probationary employees;
- (b) Those with plant seniority.

In the latter case, seniority shall be the determining factor provided the senior employee, after a reasonable time to qualify, is capable of doing the work performed by an employee with less seniority. If an employee can demonstrate that s/he could have learned the position within one (1) hour of return from recall (for which he was overlooked notwithstanding his seniority) then he shall be recalled upon proving his ability.

16.02 When other than emergency overtime is to be worked, every reasonable effort will be made to rehire employees who may be on layoff status.

16.03 In cases of increases in the working forces, rehiring shall be in the reverse order to that of layoffs. The Employer shall advise the Union when a layoff is about to take place and shall give the Union a list of employees to be laid off or rehired. In cases where it is necessary to secure workers in less time than the required notice, the Employer, if unable to make contact with the senior eligible employee may recall the next senior employee and so on down the list until the vacancies are filled. However, should the senior employee subsequently report within the required time, such employee shall be given the work for which the next senior employee was recalled.



16.04 In the case of laid off employees they shall be given one (1) calendar day's notice for every completed six (6) months seniority with a maximum notice of five (5) working days' notice and with a minimum notice of two (2) working days but such two (2) days shall be exclusive of Saturday and Sunday. If the Employer determines that additional work, not to exceed three (3) days, is available at the time any layoff is to become effective then the notice shall be deemed to be extended for the period represented by such additional days of work.

16.05 **Temporary Recall**

Employees with seniority may be temporarily recalled for ten (10) working days or less, as casual help with no layoff notice given, provided that this shall not be used as discrimination to any employees, and provided that the employees and the Union are informed that such work is of a temporary nature.

16.06 When it is necessary to permanently transfer employees to lower rated jobs because of a shortage of work, the employees with the lowest seniority will be required to take the transfer. In the case of temporary transfers the basis shall be that of the junior qualified employee.

16.07 In cases of gang reduction or increases, an employee may elect to take a layoff or continue to be laid off if it is mutually agreed that the work which is available could prove detrimental to the health of the employee.

16.08 All of the above provisions regarding layoff and recall from layoff shall be applied separately for employees at **HyLife Foods** and at Freezerco such that no **HyLife Foods** employee shall be entitled to exercise seniority over a Freezerco employee or vice versa. In circumstances where work volume at Freezerco is reduced to the point where a layoff or a reduction of hours for Freezerco employees is necessary, the Employer may temporarily transfer Freezerco employees from Freezerco to **HyLife Foods** to avoid a layoff or reduction of hours for Freezerco. For all other purposes of this Article, **HyLife Foods** and Freezerco shall be considered separate bargaining units.

This section of the Collective Agreement applies to employees who were actively on the payroll as of January 31, 2015. Employees hired as Freezerco employees after that date will not be considered to be in a separate Bargaining unit for any purpose under this Collective Agreement.

ARTICLE 17 WAGES

17.01 The minimum rates to be paid to employees are as contained in Appendix "B" of this Agreement.

17.02 The Employer shall show on the pay statement of each employee the hours worked at regular, time and one-half (1½), double time (2x) the rate of pay, total monies earned for a period along with a complete list of all deductions made. All

employees in the bargaining unit shall be paid bi-weekly, every second Friday by direct deposit into a financial institution of the employee's choice.

Pay stubs will be provided to all employees in the bargaining unit, by no later than noon on Friday of each pay week.

In the event the Employer makes an error on the employee's pay equivalent to four (4) hours of regular pay or more, the Employer will provide the employee with a cheque in the amount of the error within three (3) business days of the error being reported to the Supervisor.

In the event that the error is reported within five (5) days of the upcoming pay day, then the Employer will make the correction on the employee's next pay.

17.03 **Composite Job Grade**

Where an employee is regularly required to work at more than one (1) job with different bracket levels, he or she shall be paid a composite rate based on the percentage of his or her time worked at each such job.

17.04 **Establishing Rates for New or Altered Jobs**

For the purpose of this clause a new job is one which is not presently being performed in the bargaining unit and an altered job is one that has changed significantly. Additions or changes to the present wage schedule shall be the subject of discussion between the Employer and the Union. In the event the parties cannot reach agreement on the rate of pay for the job, the matter may be referred by either party to the arbitration section of this Agreement. Any new job rates agreed to and/or imposed by the arbitrator, shall be retroactive to the date on which the new or altered job or jobs began.

ARTICLE 18 QUALIFIED RATES OF PAY

18.01 When a qualified employee is required to fill a higher rated job for two (2) or more hours, the employee shall receive the higher rate for the shift in that department, but if required to fill a lower rated job, the employee shall continue to receive their regular rate.

18.02 Subject to 18.01, employees shall receive the applicable bracket provided for in the wage schedule for the job or jobs they perform when they become qualified.

18.03 The word qualified as used in this Agreement shall be interpreted to mean "ability to regularly perform the job without instruction or assistance". Except by agreement with the Union, the period of qualifying shall not exceed six (6) weeks, after which the bracket rate shall be paid or the employee disqualified from the job.



18.04

Instruction or Assistance in Training

Instruction or assistance in training any employee, **or cross training for the purpose of alleviating mandatory overtime**, shall be given by a supervisory officer of the Employer or by a **Job Skills Trainer** selected in accordance with Article 8.02 of this Agreement. **Job Skills Trainers** will not **work** on the line – **unless to provide short term relief to cover a vacant spot on the line due to an unexpected absence until a replacement employee can be found** - and their primary function shall be to adequately train employees in the functions of their job. The roles and responsibilities will be assigned by Management.

Three (3) Job Skills Trainers will be assigned to the am shift and three (3) Job Skills Trainers will be assigned to the pm shift.

A **Job Skills Trainer** shall be Bracket 6 plus an additional **sixty five (65¢)** per hour. The training of employees is a **Employer** responsibility and nothing in this article restricts the Employer's ability to determine training methods.

This premium will also apply to employees assigned to provide on the job training as determined by the Employer. Such training opportunities will be offered to qualified employees on the shift and in the department. Should qualifications for multiple employees be equal seniority shall prevail.

18.05

Transfer: Rate of Pay

If due to a lack of work an employee is transferred for a period of less than six (6) weeks to work where the bracket is lower, he or she shall retain his or her regular bracket while so doing. At the expiration of six (6) weeks the lower bracket shall prevail.

If the employee is transferred to a lower rated job on a job posting or at the employee's request, then the lower rate of pay shall apply immediately.

ARTICLE 19 MAINTENANCE /ENGINEERING

19.01 The Employer shall be free to hire the trades tickets it requires. The Employer shall have the discretion to recognize **other related work** experiences when placing newly hired trades people on the wage scale. No employee or the Union shall have the right to grieve the Employer's decision in this regard.

No employee will lose seniority as a result of taking an approved leave of absence for job improvement.

19.02 Temporary replacements in this department shall be paid according to ability and previous experience based on accumulated time worked within this department.

19.03 The Employer agrees to consider requests for unpaid leaves of

absence for employees pursuing Class 3 Power Engineer Trades Course. There shall be no guarantee of ticketed positions upon completion. The maximum number of leaves allowed at any one time shall be: two (2) from Maintenance/Engineers Department, and two (2) from the remainder of the plant. All other requests for leaves of absence for the purpose of work related training shall be considered in accordance with Article 28.02, Personal Leave.

19.04 **Apprenticeship Program**

Employees who successfully **challenge the Red Seal exam** will receive a payment of **one thousand two hundred (\$1,200)** dollars gross upon providing to the Employer proof of successful completion. In the event that the employee resigns or is dismissed for cause (and is not reinstated) within nine (9) months of the date of payment, the Employer will be entitled to collect, deduct or hold back any amount owed to the employee to cover the repayment to the Employer of the said **one thousand two hundred (\$1,200)** dollars.

ARTICLE 20 PREMIUM PAYS

20.01 **Off Shift Premium**

Off shift shall be defined as a shift where the majority of an employee's scheduled hours fall between 4:00 p.m. and 8:00 a.m. The **Employer** agrees to pay any employee working the Off shift **fifty (50¢)** per hour in addition to the employee's regular hourly rate of pay.

20.02 **Cold Temperature Premium**

Employees working in the plant performing a job that requires them to work in the **Japan fresh chilled product cooler, in any carcass cooler, at Freezerco or in a blast or general freezer shall receive a premium of fifty (50¢) cents per hour for all hours so worked.**

Employees working in the plant performing a job that requires them to work in **pallet barn, as a shunt truck operator or gut truck operator between November 1 and March 31** shall receive a premium of fifty (50¢) cents per hour for all hours so worked.



ARTICLE 21 GENERAL HOLIDAYS

21.01 a) Eleven (11) general holidays shall be recognized and a regular hourly paid employee who has earnings on the payroll in the plant week containing the holiday, shall receive eight (8) hours pay at his or her regular hourly rate of pay. If an employee has varying labour rates then an employee's regular hourly rate of pay will be calculated as the average hourly rate of pay during such employee's two (2) pay periods immediately preceding the general holiday. If an employee works on any such holiday or in the case of off-shift the day in lieu of, he or she shall receive in addition, pay for hours actually worked on the holiday (or day substituted as set out hereafter), at two (2) times his or her regular hourly rate of pay.

The general holidays referred to herein are:

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

The parties agree that Canada Day will be observed on a Monday or Friday nearest Canada Day, as determined by the **Employer**, subject to business requirements. Where possible, the **Employer** will notify the employees of the day to be observed for Canada Day at least two (2) weeks prior to the day to be observed.

- b) **The Employer will provide a list to the Union on each year on the anniversary of the collective agreement identifying those Saturdays worked in conjunction with the general holidays as per Article 13.04 during the course of the upcoming contract year.**

- c) **The Employer will not operate the Kill or Cut Floors on any of the following Holidays: New Year's Day, Good Friday, Christmas Day or Boxing Day unless by mutual agreement with the union.**

21.02 In the event of a general holiday falling on Saturday or Sunday it shall be observed on the day substituted by the federal or provincial government, if any, or otherwise as agreed between the Employer and the Union with a view to business exigencies.

21.03 Employees absent on the regularly scheduled work days immediately preceding or next following any general holiday shall not be entitled to pay for such holiday unless the absentee receives permission from the Employer to be absent or was absent because of sickness (which the Employer may require to be confirmed by doctor's certificate) or for other good reason arising from circumstances beyond his or her

control. The Employer will advise the Union in writing of such deductions.

21.04 Any employee who has not absented him/herself from work, except with the Employer's consent, either on the regular working day immediately preceding or following the general holiday, shall be entitled to receive pay for such holiday.

21.05 Employees who have successfully completed their probationary period and who are absent from work and receiving benefits for reason of sickness, compensable or non-compensable accident, during the period in which a general holiday occurs, shall receive the difference between their compensation pay and their regular rate of pay. An employee's entitlement herein shall be limited to general holidays falling during the twenty-six (26) weeks immediately following the commencement of any such absence.

21.06 An employee on leave of absence shall be paid general holiday pay when any of the following conditions exist:

- (a) if such employee works his or her regularly scheduled work day preceding a paid general holiday and is on leave of absence on the regularly scheduled work day following that general holiday; or
- (b) if such employee works his or her last regularly scheduled work day prior to going on leave of absence and, as expected, returns to work on the regularly scheduled work day following a general holiday; or
- (c) if any of the general holidays occur while an employee is on leave of absence to attend Union functions.

ARTICLE 22 SENIORITY

22.01 Seniority shall be defined as the length of an employee's service within the bargaining unit calculated as the elapsed time from the day he or she was first employed, unless his or her seniority was broken, in which event such calculation shall be from the date he or she returned to work following the last break in seniority. In the event of employees commencing their service within the bargaining unit on the same day their seniority shall be prioritized according to the date and time of actual hire. The parties acknowledge the current seniority list as attached hereto as at the date hereof. No employee shall be entitled to grieve his or her position on the attached seniority list.

22.02 Probationary Period

Employees shall be on probation and shall not acquire any seniority rights until they have completed ninety (90) days' work at which time they are entitled to plant seniority from the original day of employment. This ninety (90) days' work period may be extended by mutual consent between the Employer and the Union. During the probationary period the employer shall have the right to discharge, without notice, the probationary employee and such employee shall be conclusively deemed to have been

discharged for just cause. It is agreed that the discharge of a probationary employee shall not be the subject of a grievance and the provisions for arbitration hereunder provided shall not apply in any such case. The probationary employee shall have access to grievance procedures where matters are not related to seniority or discharge.

22.03 Seniority shall accumulate during all paid and unpaid authorized leaves of absence.

22.04 **Seniority List**

Seniority lists shall be available to shop Stewards and Union representatives, if requested in writing, in January, April, July and October of each year.

22.05 Seniority service records shall be considered broken, all rights forfeited and there shall be no obligation on the Employer to rehire when an employee:

- (a) voluntarily leaves the service of the Employer or is discharged for just cause and not reinstated through the grievance and arbitration procedure;
- (b) fails to return to work when recalled or cannot be located after a reasonable effort on the part of the Employer;
- (c) has been on continuous layoff for a period of twenty-four (24) months or the length of his/her seniority whichever is the lessor;
- (d) has been absent for three (3) consecutive working days without advising the Employer and providing reasonable explanation for his or her absence. This provision may be waived by the Employer on consideration of circumstances surrounding the absence.
- (e) while on leave of absence takes on employment elsewhere without prior approval of the Employer.

22.06 Any employee who has been notified by registered letter sent to his or her last known address to return to work, and within nine (9) days of the mailing of that letter has failed to do so without reasonable excuse, shall be considered to have quit his or her employment voluntarily and such employee's existing seniority rights shall therefore be terminated. When such notice is sent to any employee a copy shall be sent concurrently to the Union.

22.07 If an employee is absent from work because of accident or sickness such employee shall accumulate seniority while off work, up to the time limit set out below up to a maximum of three (3) years, and shall be returned to the job previously held or to a job with a bracket equal to that previously held subject to seniority providing he or she can perform the required work satisfactorily. If the employee would not otherwise have retained his or her previous job and is not placed on a job carrying an equal rate of pay, he or she shall, subject to seniority, be placed on a job such employee can satisfactorily

perform. Application for reinstatement after the expiry of the allowable period shall be considered on its merits.

<u>Length of Seniority at date absence commenced</u>	<u>Length of Allowable Time off Employer Payroll</u>
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less than three (3) years	equivalent to length of service with a minimum of six (6) months
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over three (3) years	three (3) years
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22.08 All of the above provisions regarding seniority shall be applied separately for employees at **Hylife Foods** and at Freezerco such that no **Hylife Foods** employee shall be entitled to exercise seniority over a Freezerco employee or vice versa. For the purposes of this Article, **Hylife Foods** and Freezerco shall be considered separate bargaining units.

This section of the Collective Agreement applies to employees who were actively on the payroll as of January 31, 2015. Employees hired as Freezerco employees after that date will not be considered to be in a separate Bargaining unit for any purpose under this Collective Agreement.

ARTICLE 23 PROMOTIONS AND VACANCIES

23.01 Available bracket 0 and 1 jobs will be listed and updated on a weekly basis indicating department and scheduled times. The list will be posted in an area accessible to all employees. All new hires will be placed into such jobs without the requirement of a job posting. In the event that a current employee applies for an available bracket 0 or 1 job, they shall submit their request before the list is updated the following week. The Employer will then give them the opportunity to qualify for the next available position based on their ability to perform the work.

The filling of permanent vacancies and new positions in **brackets 2 or higher** shall be based on ability and seniority. Ability being sufficient after a reasonable trial period to do the job, seniority shall prevail. A reasonable trial period shall not exceed six (6) weeks for a **bracket 6 job, five (5) weeks for a bracket 5 job, four (4) weeks for a bracket 4 job, three (3) weeks for a bracket 3 job and two (2) weeks for a bracket 2 job. If an employee has previously qualified for a job, no trial period is required.** If the employee is unsuccessful after a reasonable trial period, such employee shall return to their former job, and the Employer shall fill the vacancy with the next senior applicant on the original job posting.

A permanent vacancy occurs when a non-probationary employee terminates their employment for any reason or is terminated by the Employer for any reason.

23.02 Permanent vacancies and new positions within the bargaining unit shall be posted for five (5) working days to give employees with seniority ample time to apply. **The job posting shall, at a minimum, include the job description, shift, regular hours of work, working conditions and pay bracket. Job postings will be forwarded to the union within forty eight (48) hours of the posting going up.** In the event that no application is received for a posting, the vacancy shall be filled by the junior qualified employee available until the junior employee in the plant is trained for the job posting. **Awards will be posted in an area accessible to all employees and forwarded to the Union within forty eight (48) hours of the award.** Transfers to jobs will be made within ten (10) working days from the date the posting was awarded with the provision that wherever this proves impossible, suitable arrangements will be arrived at after consultation with the Union. **If an employee is posting into a higher bracket and the transfer cannot take place within thirty (30) calendar days of the date of the award, the employee shall be paid the higher bracket in any event.**

The Employer shall provide the Union with quarterly statistics that report what jobs each employee owns and the corresponding pay bracket.

23.03 An employee who is absent when a vacancy occurs, through a job posting, shall receive equal consideration provided that the department Steward notifies the Employer in writing, within five (5) days of the date of the posting on the notice board, that an employee in his or her department wishes to apply for the vacancy.

23.04 There shall be no more than two (2) successful job postings per employee per year. A successful job posting means being placed on a job for a trial period, as a result of bidding for that job, whether the trial period is successful or not.

23.05 The initial vacancy shall be posted within ten (10) working days. **All subsequent job posting which result from an original posting under 23.01 will be placed on a job list which will be posted in an area accessible to all employees. Current employees may apply for the positions by affixing their name to the provided form. The Employer will then give them an opportunity to qualify for the next available position based on their seniority provided they have the ability to perform the work. The qualification period under this clause shall be as set forth in 23.01.**

This job list will be updated each month and will contain only those subsequent jobs where the original position has been filled.

23.06 **Temporary Vacancies**

Temporary vacancies or new positions anticipated to be temporary may result from vacations, illness or injury, absenteeism, training, or other similar causes. These positions will be filled at management's discretion and any employee may be required to fill them provided that:

- i) if the position carries a lower rate than the job to which the employee is regularly posted the employee shall receive the higher rate.

- ii) if the position carries a higher rate than the job to which the employee is regularly posted, the employee shall receive the higher rate when qualified.

23.07 Unless otherwise mutually agreed between the Employer and the Union, temporary vacancies anticipated to exceed two (2) months shall be posted and filled in accordance with Article 23.01 and 23.02 except that subsequent vacancies arising need not be posted.

23.08 Notwithstanding any of the provisions of Article 23, the Employer retains the right to deny a reassignment of an employee to any other position, if that employee has demonstrated unsafe work habits that could endanger anyone if he/she moved to the new position. Nothing in this clause prevents the Union from grieving the denial of any reassignment.

23.09 All of the above provisions regarding promotions and vacancies shall be applied separately for employees at **Hylife Foods** and at Freezerco such that no **Hylife Foods** employee shall be entitled to bid for a position at Freezerco or vice versa. For the purposes of this Article, **Hylife Foods** and Freezerco shall be considered separate bargaining units.

This section of the Collective Agreement applies to employees who were actively on the payroll as of January 31, 2015. Employees hired as Freezerco employees after that date will not be considered to be in a separate Bargaining unit for any purpose under this Collective Agreement.

ARTICLE 24 PROMOTIONS OUTSIDE BARGAINING UNIT

24.01 Upon an employee accepting promotion outside the bargaining unit, the Employer will inform the Chief Steward of the Union by letter as to the date of acceptance. Said employee shall be allowed **three (3)** months in which to prove him/herself capable of filling the position concerned. During that time such employee shall be permitted to revert to his or her former position without loss of seniority.

24.02 Employees whom the Employer wishes to train in supervisory, technical or other support positions outside of the bargaining unit may be retained in employment for a period of up to twelve (12) months. No more than three (3) employees at any one time will be covered by this provision and no employee can be covered by this provision more than once. Two (2) weeks' notice will be given to the Union before a selected employee becomes a trainee.

- i. **During the training program the trainee may work at jobs both within and out of the scope of the bargaining unit and while working in scope will be subject to the provisions of the agreement.**

- ii. **The trainee will maintain his/her status in the bargaining unit for the duration of the training period unless the Employer transfers the trainee outside of the bargaining unit under the provisions of 24.01 above.**
- iii. **Student employees may be hired by the Employer to provide vacation relief, to meet short term production increases, or to gain exposure to the Employer for potential placement in out of scope positions. Such student employees will be identified to the union at the point of hire and will be under the same conditions as trainees.**
- iv. **Trainees and students involved in training will not discipline any employee in the bargaining unit.**

ARTICLE 25 ALTERNATE DUTIES

25.01 Where due to illness, injury or disability an employee becomes unable to perform the normal requirements of their job, the Employer will provide reasonable alternate duties.

 An effort will be made to accommodate the employees in their own department when they are required to perform alternate duties.

25.02 Alternate duty positions will be filled in accordance with the promotions and vacancies provisions of this Agreement. Such positions will be filled with the understanding that the employee accepting the posting may be displaced temporarily by another employee who, due to a physical disability, can perform the work of an alternate duty position satisfactorily but who is unable to perform his or her regular job, or other available work a junior employee in an alternate duty position is performing.

25.03 As soon as the disabled employee is physically able, he/she, as well as the displaced employee, will be returned to their original job.

25.04 The Employer reserves the right to place an alternate duty employee from Freezerco into a modified working environment at **Hylife Foods** that is suitable to the medical restrictions outlined (Freezerco employees placed at **Hylife Foods** will not perform the same tasks they were performing at Freezerco). Under no circumstances will a **Hylife Foods** employee be given an alternate duty position at Freezerco. A Freezerco employee may be offered an alternate duty position at **Hylife Foods** provided that the placement of that employee does not displace any **Hylife Foods** employee who owns a job. In the event that a concern is raised regarding the placement, the matter will be referred to the Area Health and Safety representative. If it is not resolved, the matter will be referred to the Joint Health and Safety Committee for determination.

This section of the Collective Agreement applies to employees who were actively on the payroll as of January 31, 2015. Employees hired as Freezerco employees after that date will not be considered to be in a separate Bargaining unit for any purpose under this Collective Agreement.

ARTICLE 26 VACATIONS

26.01 Vacations will be based on service computed to April 1st in the year in which the vacation is to be taken. Choice of vacation shall be granted based on departmental seniority. A minimum of **Seven (7%)** percent of the total number of employees in the department as of February 13 of each year shall be allowed to take vacations at the same time. The **Seven (7%)** percent is to be rounded in the normal way, up for 0.5 & up, and down from 0.4999 & down. The departments are:

- | | |
|------------------------|------------------|
| Stack off am | Main Break am |
| Stack off pm | Main Break pm |
| Japan Loading am | Belly Line am |
| Japan Loading pm | Belly Line pm |
| Shipping am | Shoulder Line am |
| Shipping pm | Shoulder Line pm |
| Maintenance | Loin Line am |
| Engineering | Loin Line pm |
| Kill Wet end am | Speciality am |
| Kill Wet end pm | Speciality pm |
| Kill floor dressing am | Cryovac am |
| Kill floor dressing pm | Cryovac pm |
| Offal am | Mezzanine am |
| Offal pm | Mezzanine pm |
| Freezerco am | Tenderloin am |
| Freezerco pm | Tenderloin pm |
| Sanitation | Ham Line am |
| QA/HACCP am | Ham Line pm |
| QA/HACCP pm | Packaging am |
| | Packaging pm |
| | DSP am |
| | DSP pm |

In the event that the Employer creates a new department during the term of this Collective Agreement they will notify the Union within two (2) weeks of the new department beginning operation.

26.02 **First Vacation**

Employees who have not had their first vacation will receive up to two (2) weeks' vacation with payment calculated at four (4%) percent of gross earnings computed to April 1st in the year in which the vacation is to be taken. Employees who have accumulated less than five (5) days of vacation as of April 1 in any year will not be



entitled to take vacation with pay but will be paid four (4%) percent of their gross earnings computed to April 1 on the regular pay period immediately following April 1.

26.03 **Vacation Scale**

Vacations with pay will be granted as follows:

after 1 year's service	2 weeks
after 4 years' service	3 weeks
after 9 years' service	4 weeks
after 14 years' service	5 weeks
after 19 years' service	6 weeks

26.04 Employees who, after April 1st and prior to the end of the calendar year, reach the service required to entitle them to an additional week of vacation, in accordance with the vacation scale set out above, will become eligible for such additional week of vacation on completion of the required years of service. If circumstances permit, such week may be granted earlier in the year.

26.05 **Vacation Pay**

Vacation pay shall be based on forty (40) hours at the employee's regular hourly rate of pay or two (2%) percent of gross earnings for each week of eligibility, whichever is greater. The Employer agrees that employees will receive their vacation pay on the last day worked before commencing vacation.

26.06 Vacation service credits shall accumulate and shall not be reduced for absences which are:

- (a) up to sixty (60) days with permission or on layoff;
- (b) up to one (1) year due to accident, sickness or Workers Compensation.

26.07 **Vacation Season**

For purposes of this Agreement the vacation year shall be defined as the period from April 1st to the next following March 31st. Vacations may be granted at any time subject to the demands of the business but the Employer will make a sincere effort to grant vacations at times requested. Senior employees shall be given preference. Vacations shall be posted prior to April 1st each year and cannot thereafter be changed except by mutual agreement. **Employees who earn two (2), three (3) or four (4) weeks of vacation shall be entitled to carryover one (1) week of vacation from one year to the next. Employees who earn more than four (4) weeks of vacation shall be entitled to carryover one (1) week of vacation during the life of this agreement.**

When an employee who has selected vacation in his department changes departments, his vacation may have to be rescheduled to an available time within the new department. The new vacation dates will be scheduled by mutual consent,

such consent not to be unreasonably denied. An employee who claims that he has been financially damaged by the cancellation of his vacation under this clause may submit a claim to the Employer for reimbursement of unavoidable losses. This will only occur if no other employee is willing to exchange vacation time with the affected employee.

26.08 **General Holiday during Vacation**

If a paid general holiday falls within the employee's vacation period, the Employer will allow the employee a compensatory day's holiday with pay, at a time mutually agreed.

26.09 **Vacations upon Termination**

Employees with seniority who leave the service of the Employer for any reason will be eligible at time of leaving to receive any unexercised vacation credit to which they may be entitled as follows:

- (i) vacation with pay for which they were eligible at April 1st last preceding;
- (ii) one fifty-second (1/52nd) of the vacation scale applicable in each case at time of separation for each week of services computed back to April 1st, or, two (2%) percent of gross earnings for each week of eligibility, computed back to April 1st, whichever is greater.

26.10 Employees who are laid off and are eligible for vacation pay as above, may leave their vacation pay with the Employer for a period not exceeding six (6) months provided vacations or vacation pay are taken by the employee within the vacation year for which they were earned unless otherwise mutually agreed.

26.11 Employees shall be eligible to reschedule unused vacations, or schedule accrued vacations for the coming year, during periods of plant shut down. The employees shall advise the Employer of their intentions to reschedule/schedule vacations within ten (10) working days following receipt of notification of the plant shut down, failing which the employee shall lose the right to reschedule unless otherwise mutually agreed.

26.12 **Illness or Injury while on Vacation**

When an employee becomes confined to his or her home or in the hospital due to serious illness or injury while on vacation the employee will notify the Employer as soon as reasonably possible so that a claim for weekly indemnity benefits or similar benefits can be filed and the balance of the employee's vacation rescheduled following the employee's return to work. Such rescheduled vacation shall be at a time mutually agreed upon between the Employer and the employee. The Employer may request a medical certificate.

26.13 Employees with more than two (2) weeks' vacation may elect to withhold booking one (1) week of their vacation entitlement and then request those vacation days in single days throughout the vacation year.

ARTICLE 27 LEAVE OF ABSENCE

27.01 Leave of absence, before being granted, must be requested in writing and approved by the Employer in writing.

27.02 **Personal Leave**

At the option of the Employer, when an employee's personal affairs make it desirable for such employee to be relieved of Employer duties, leave of absence without pay beyond the regular vacation period to which an employee is entitled may be granted for good and sufficient reason. This is providing that such leave of absence does not interfere with the requirements of the business. It is agreed that leave of absence shall not interfere with other employee's vacation choices. Leave of absence will not be granted for the purpose of allowing any employee to take another position temporarily, try out new work or venture into business for him/herself.

27.03 **Union Business Leave**

Employees, not to exceed two (2) who are appointed to or elected to do business for the Union shall be granted a leave of absence without pay, to attend to such business. No leave of absence shall be granted unless approved by the Employer and such approval shall not be unreasonably denied. Such employees shall continue to accumulate seniority for the period covered by this Agreement, and upon giving the Employer one (1) weeks' notice in writing of their intention to return to work, shall be reinstated in the job held prior to the leave of absence or its equivalent, at the same rate of pay provided they are capable of doing the job within the usual qualifying period. The Union shall give the Employer written notice of not less than twenty-one (21) calendar days before the requested leave is to commence, and shall give seven (7) calendar days' notice of extension of said leave.

27.04 **Union Function Leave**

Shop Stewards, as set out in Article 29, shall be granted time off without pay to attend Union business, up to six (6) days per year, providing the Employer is given two (2) weeks prior notice of such request. A ten (10) day limit will apply to the Chief Steward, Assistant Chief Stewards, Health and Safety Co-Chair, Trustees of the Benefit Plan or members elected to the Executive Board, who shall be granted the time necessary to perform their duties with the Union. To ensure the needs of the business are taken into consideration, no more than two (2) such Union members will be absent at any one time unless mutually agreed. Time off to attend negotiations shall not be counted towards any of these limits

A leave of absence for the purpose of attending Union schools, conventions, conferences, or negotiations for this Agreement shall be granted by the Employer on a written request from the local Union subject to the following conditions:

- (a) Employees chosen by the Union shall be granted a leave of absence not to exceed sixty (60) days, provided that the absence of such employee shall not unreasonably affect the operations of the Employer.
- (b) The Union shall give the Employer written notice of not less than fourteen (14) days before the requested leave is to commence.
- (c) The Employer agrees to pay the employees involved for all wages and benefits the employee would have received had such employee been at work, and the Union agrees to reimburse the Employer upon receipt of billing.
- (d) A request for an extension of a leave of absence must be made prior to the expiration of the leave already granted.

27.05

Maternity/Parental Leave

- (a) A female employee, who has completed her probationary period, shall be granted maternity leave of absence by the Employer, and shall return within seventeen (17) weeks following the birth, unless she chooses to take parental leave, after providing the Employer with two (2) weeks' notice of the date of return and a medical certificate denoting fitness for work. In cases of physical complications, the employee shall be granted an extension of such leave provided that such request is accompanied by a doctor's certificate setting out the nature of the complications.
- (b) Every employee, who has completed their probationary period, who becomes the natural mother/father of a child, or adopts a child under the law of the province, shall be granted a parental leave of absence of up to thirty-seven (37) weeks commencing no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee.
- (c) Employees who have completed their probationary period and are on maternity/parental leaves of absence shall continue to accumulate seniority while on such leaves, and shall be reinstated to their former job or to one of equal rating.
- (d) Employees requesting such leaves shall give reasonable notice normally not less than four (4) weeks.

27.06

Bereavement Leave

- (a) When an employee suffers the loss of an immediate relative, he or she shall receive eight (8) hours' pay at his or her regular hourly rate of pay for three (3) days. For the purpose of this clause, an immediate relative shall be one (1) of the following: spouse of the same or opposite sex, daughter, son, parent, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, stepson, stepdaughter, **aunt, uncle** and grandparents-in-law. **All common law relationships corresponding to those listed above shall be considered an immediate relative for the purpose of bereavement leave.**
- (b) Employees will be granted one (1) day off with pay in the event they are asked to be a pallbearer, or to perform an official function at a funeral;
- (c) The employee may be required to furnish verification of the need for bereavement leave to the Employer;
- (d) Bereavement leave shall be extended by up to two (2) additional working days without pay, as may be necessitated by reason of travel to attend the funeral, when the funeral is held more than five hundred (500) kilometres one way from the employee's place of residence. Additional days off with pay for other reasons may be granted by mutual agreement between the **Employer** and the employee concerned.

27.07

Jury/Witness Duty Leave

The Employer agrees that any regular employee of the Employer summoned to appear for Jury Duty **or selection**, or who serves on Jury Duty, or is a subpoenaed witness, shall be paid wages amounting to the difference between the amount paid to them for jury service and the amount they would have earned had they worked on such days with their regular gang. If the subpoena for witness is the result of the employee working on another job, this clause will not apply.

In order to qualify for such payment the employee must request leave and have that request granted.

27.08

Family Responsibility Leave

In the event of an illness or injury occurring to an employee's spouse, parent or child the employee may request, and if so, shall be granted an unpaid leave of absence or absences which shall not exceed five (5) working days in total per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs

of his or her ailing spouse, parent, child or foster child, or someone to whom the employee is the legal guardian.

27.09 **Compassionate Leave**

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

27.10 **Citizenship Leave**

Employees who have applied to become a Canadian Citizen will be granted a one (1) day paid leave to take their oath of citizenship.

In order to qualify for such payment the employee must request leave and have that request granted.

ARTICLE 28 STRIKES AND LOCKOUTS

28.01 During the operation of this Agreement, should differences arise between the Union and the Employer as to the manner and application of the provisions of this Agreement, the Union agrees there shall be no strikes, slowdowns, stoppages of work or other interferences whatsoever with the performance of the work by employees, and the Employer agrees not to lock out employees.

28.02 In the event of any walkout or stoppage of work, the Union shall not do or permit to be done, anything by any of its members to prevent engineering and maintenance staff from continuing all or any part of their regular duties. Furthermore, the Union shall co-operate and assist the Employer in taking reasonable precautions to protect perishable products, but such assistance shall only extend through such period as the Employer does not attempt to restore normal production.

ARTICLE 29 STEWARDS AND GRIEVANCE COMMITTEE

29.01 The Employer agrees to recognize Shop Stewards who shall be regular employees of the Employer, selected by the Union, in a manner determined by the Union, and the Employer shall be informed of any changes in Shop Stewards.

29.02 The Employer agrees to recognize, for the purpose of any particular grievance, a grievance committee of two (2) Stewards, consisting of the Chief Steward and the Steward from the department where the grievance originated, or their designated representatives. In addition the grievor may also be present. The full-time Union Representative shall be entitled to attend all such meetings.

29.03 Shop Stewards may initiate discussions with the supervisors on any potential grievances within their departments. If this action does not solve the matter, the

Chief Steward and/or Union Representative will be allowed to further investigate. All such time off for Shop Steward or Chief Steward shall be with pay, during such employee's regular working hours.

29.04 In the event that either a Shop Steward or Chief Steward must leave their job or department in connection with a grievance or potential grievance, they shall first notify their supervisor as to what department he/she is going to and give the explanation why he/she is going. The Employer must grant permission to such Steward to leave as soon as possible and normally within one (1) hour.

29.05 The Shop Steward/Union Representative must report to the supervisor in charge of the department they wish to enter before contacting any employee in said department.

29.06 It is agreed that the Shop Steward or Union Representative shall employ this provision only for bona fide grievances and that the provisions herein extended shall not be abused by them.

ARTICLE 30 ADJUSTMENT OF GRIEVANCES

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

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

30.03 All grievances must be presented in writing.

30.04 Any grievance which is not presented within fifteen (15) working days following either the event giving rise to such grievance, or the date on which the Union became aware of the circumstances giving rise to such grievance, shall be forfeited and waived by the aggrieved party.

30.05 The procedure for adjustment of grievances and disputes shall be as follows:

STEP ONE: By a discussion between the employee and, the department Steward and the Chief Steward/Union Representative, with the immediate supervisor or designated management representative. In respect to any settlement effected by the employee without the Steward, the Steward may reopen the question by discussing same with the employee and the supervisor. The supervisor or the designated

management representative shall reply to the grievance in writing, to the Union, within five (5) working days. If a satisfactory settlement has not been reached within a further ten (10) working days, the Union may proceed to Step Two;

STEP TWO: The grievance shall then be presented in writing by the Grievance Committee and the full-time Union Representative, and taken up with the Plant Manager or the designated Employer representative, who shall reply to the grievance in writing, to the Union, within five (5) working days.

30.06 If a satisfactory settlement cannot be reached, then upon request of either party, within thirty (30) calendar days of receiving the final, written decision, from either party, the matter may then be referred to arbitration as outlined in Article 32 of this Agreement.

30.07 It is understood by the Union and the Employer that the time limits specified in the various steps of the above grievance procedure, may be extended by mutual agreement between the Union and the Employer. For the purpose of this article the term "working days" shall not include Saturday, Sunday or any paid holiday.

30.08 If an employee is dismissed for any reason and feels that he or she has been unjustly dismissed, he or she shall within three (3) working days from the receipt of notice of dismissal, notify the Grievance Committee. The Grievance Committee will in turn notify the Employer on the same day they receive such notice from the employee. The dismissal in question shall then constitute a grievance and shall be dealt with as such, beginning at the second step. If subsequently it is decided that the employee was unjustly dismissed, he or she shall be reinstated to his or her former position and shall be compensated for any benefits or lost time, or granted such lesser compensation for lost wages as may be deemed appropriate in the circumstances. The rate to be used for lost time is the applicable rate of pay.

30.09 Should any difference arise between the Employer and the Union as to the meaning and application of the provisions of this Agreement, the question shall be taken up commencing at the second step hereof.

30.10 If a grievance is filed as a result of the action or lack of action of the officials of either the Employer or the Union, it shall be dealt with through the grievance procedure established by this article, beginning with the second step and discussions between the Employer and the Union, apart from the grievance procedure, shall not preclude resort to the grievance procedure later, if so desired.

30.11 All grievances shall be taken up on Employer time during regular working hours.

30.12 Where the employee is an off shift employee, or the meeting is held outside the employee's regularly scheduled hours of work, the Employer will pay the employee at the employee's regular straight time rate for all time spent at the meeting with management representatives or a provincially appointed mediator.

30.13 Pending settlement of a difference as outlined hereof, an aggrieved employee shall perform the duties assigned to him or her by the person in charge of the department, provided however, where such duties involve a transfer, reasonable consideration shall be given to ability and in the case of immediate transfer, extreme changes in temperature. Where an employee has a question concerning his or her transfer and the department Steward is not available for consultation, such employee will register the question with the supervisor. The supervisor will arrange to have the department Steward discuss the matter with the employee within one (1) hour of such transfer.

30.14 When a grievance which affects the present rate of pay of an employee is settled and as a result of such settlement the employee receives an increase in his or her rate, the increase shall be paid retroactive to the date the error was made, or such other period as may be agreed upon. Three (3) working days will be allowed to answer a request for a wage increase, after which time it may be handled as a grievance as set forth in this article.

ARTICLE 31 ARBITRATION

31.01 If the Union and the Employer cannot reach an adjustment, then upon the request of either party, the grievance shall be submitted to an Arbitrator. **The Arbitrator** shall be selected by lot from amongst the following rotation:

**Michael Werier
Bill Hamilton
Arne Peltz**

If the first selected is unavailable then a second shall be selected in a like manner and so forth until an Arbitrator is named.

If the matter is deemed by either party to be one which requires an expedited arbitration process and the Arbitrator named from the list above is not in a position to convene the hearing within twenty-eight (28) days from the date of his or her selection, then the next arbitrator on the list shall be selected and so forth until an Arbitrator is named. In the event that none of the above is willing to convene a hearing within twenty-eight (28) days, **then** the matter will be referred to the Manitoba Labour Board who shall appoint an Arbitrator who is willing to convene the hearing within twenty-eight (28) days from the date of his/her selection.

In the case of the arbitration being expedited, the decision of the Arbitrator shall be given within twenty-one (21) days of the closing of the arbitration hearing.

Notwithstanding the above, either party may still exercise their right to the expedited process set out in the Labour Relations Act for the Province of Manitoba if they so choose.

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

31.03 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer. In reaching his or her decision, the Arbitrator shall be governed by the provisions of this Agreement and shall render his or her decision as soon as reasonably possible.

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

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

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

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

ARTICLE 32 DISCIPLINE /DISCHARGE

32.01 All discipline must be presented within a reasonable time of the Employer becoming aware of the event giving rise to the discipline. Any discipline not presented within a reasonable time of the event giving rise to the discipline shall be waived and forfeited.

32.02 When an employee is suspended, dismissed, or given written discipline, the Employer shall have a Shop Steward or Union Representative present at the time of such action.

32.03 If an employee is being interviewed privately by his or her immediate supervisor about a matter that could result in disciplinary action, the employee's department steward or designate will be present to represent the employee unless the employee informs his or her department steward or designate that the employee does not want the steward to be present.

If such interview is conducted by a management person other than the employee's immediate supervisor, the employee shall have the Chief Steward or designate present as a witness.

32.04 The employee and the Chief Steward will be given a copy of any disciplinary notice entered on an employee's file and such disciplinary notice will include reasons for taking the disciplinary action. The Employer agrees to fax, scan or email the notice of discipline to the Union office within seventy-two (72) hours of issuance.

32.05 **Access to Personnel File**

Employees covered by this Agreement shall have access to their own personnel file, upon written request by the employee involved. Employees shall be able to obtain copies of their personnel file when requested and a copy of an employee's reply to any document contained in his or her personnel file shall be placed in the employee's personnel file. The Employer shall keep only one (1) personnel file per employee. Employees will be permitted to review their personnel file only under management supervision and may be charged a reasonable photocopying fee for copies made. Access shall not be granted more than once every six months except in the context of a grievance.

32.06 Upon the expiration of eighteen (18) months from the date of the occurrence upon which a disciplinary entry or adverse reference to an employee's conduct was entered in the employee's personal file, the Employer will be precluded from using such entry or reference in any disciplinary action, and shall remove such disciplinary entry or adverse reference from the employee's file in the presence of the employee and a shop steward. In the event of similar incidents occurring within eighteen (18) months, the disciplinary entry or adverse reference may be used in disciplinary action for up to twenty-four (24) months. Amnesty shall not apply to suspensions of ten (10) days or more or last chance agreements.

ARTICLE 33 HARASSMENT/ABUSE

33.01 **The Employer agrees that employees, the people who are a vital part of their success, must be treated with dignity, respect and fairness appropriate in the circumstances.**

The Employer and the Union agree that no form of sexual or general harassment or abuse shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. The parties agree that allegations of inappropriate conduct, such as harassment and disrespectful treatment, may be grieved under Article 30. If the parties cannot resolve the issue through the grievance procedure, the matter may be referred to an arbitrator under Article 31. In the event that the arbitrator finds that a violation of this section has occurred, he or she will either mediate the dispute following the dispute resolution process below or refer the case to one (1) of the following mediators who will also use the process below:

- 1) **The matter will be referred to a mediator from the list below:**

John Korpesho
Harvey Sexter
- 2) **If the matter is not resolved through direct mediation, the mediator will write a report outlining his view of the matter and make recommendations for a resolution.**
- 3) **Individuals identified through the process as having engaged in inappropriate conduct will be retrained or appropriately disciplined as determined by the Employer. Such action will be shared confidentially with the President of the Union.**

ARTICLE 34 SAFETY AND HEALTH

34.01 Co-operation on Safety

The Union and the Employer shall cooperate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

34.02 Health and Safety Committee

A Health and Safety Committee shall be established at **HyLife Foods** which is composed of not less than six (6) to include one (1) member from Freezerco, Union and an equal number of Employer representatives. This committee shall also be responsible for reviewing and/or addressing any and all Health and Safety concerns at the monthly meetings for Freezerco and **HyLife Foods**. Specific concerns at either **HyLife Foods** or Freezerco will be addressed by the safety representative assigned to the area. The Safety and Health Committee shall hold monthly meetings for jointly considering, monitoring, inspecting, investigating and reviewing Health and Safety conditions and practices and to improve existing Health & Safety conditions and practices.

34.03 Minutes shall be taken of all health and safety meetings and copies shall be sent to the Employer and the Union. A Union Safety and Health Representative shall have the right to participate in the monitoring of the work place and to accompany government safety inspectors on inspection tours.

34.04 Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

34.05

Health and Safety Clothing, Tools and Equipment

The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, protective equipment and protective clothing required. These shall be maintained and replaced, where necessary through normal wear and tear at the Employer's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or the elimination of the hazard. The employees shall use and assume responsibility for the reasonable care of all safety equipment supplied to them. In the event that such safety equipment is lost or is not returned on demand, the Employer shall be entitled to recover the cost of same from the employee but not by way of payroll deduction.

34.06

Monitoring Equipment

The Employer shall provide and maintain work place monitoring equipment for detecting and recording potential and actual health and safety hazards.

34.07

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union-Employer Safety and Health Committee or negotiations with the Union.

34.08

Disclosure of Health and Safety Information

The Employer shall provide the Union with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. Where applicable, this information shall include, but not restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

34.09

The Employer shall provide the Health and Safety Committee upon request all accident reports and other safety and health records in the possession of the employer, including records, reports and data provided to and by the Workers Compensation Board and other government departments and agencies.

34.10

Time Off for Health and Safety Training

Union members of the Health and Safety Committee shall be entitled to time off from work provided that such time off shall not unreasonably affect the operations of the Employer, with no loss of seniority or earnings, to attend seminars for instruction and upgrading on safety and health matters provided that the content of such seminars is reasonably appropriate to circumstances of this industry. Unless otherwise agreed to, such time off with pay shall be limited to two (2) normal working days per employee per year.

34.11

Right to Refuse Dangerous Work

In situations where an employee has reasonable grounds to believe and does believe that the particular work is dangerous to his or her safety or health the employee shall first report his or her concerns to his or her immediate supervisor. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that the particular work is dangerous to his or her health or safety the employee shall be entitled to refuse to perform that work until such time that a person from the appropriate government agency has come to the Employer's operation to inspect the particular work firsthand. During this period the employee may be assigned to alternative duties that may be available within the plant. Payment for the above noted time period will not be made if the employee refuses to perform alternative duties.

The **Employer** will inform the Health & Safety Committee member from the applicable department as soon as possible of any accident and/or employee refusal to do dangerous work. In the absence of such committee member, the Union co-chair or designate will be notified in lieu.

34.12

Proper Training

No employee shall be allowed to work on any job or operate any piece of equipment on their own until s/he has received adequate, proper training, experience and instructions. Immediate training will include detailed instructions for safety features, ie: location of off switches.

34.13

Sickness at Work Provision

An employee who suffers emergency sickness during working hours, and is required to leave for treatment or is sent home as a result, shall receive payment for the remainder of the shift at his/her regular hourly rate of pay unless a doctor or nurse states that the employee is fit for further work on that shift. To be eligible for this pay, the employee must report to the supervisor before leaving the plant.

34.14

If an employee is absent because of accident, sickness, or Workers Compensation, he or she must contact the Employer on a weekly basis unless the doctor has specified a length of time that the employee will be incapacitated or a date of reassessment.

34.15

Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

34.16

Health and Safety Grievance

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure.

34.17 Where the Employer requests an employee provide them with any completed **HyLife Foods** medical form the Employer shall bear the full cost of such medical verification. When the employer requests medical verification of an employee's occupational workplace restrictions following an illness/injury, the Employer shall bear the full cost of such medical verification. In all other instances employees will bear the cost.

Employees will be responsible for the payment of the initial medical note required for a specific absence thereafter the Employer will assume the cost for any medical note it requests for that specific absence.

34.18 JOB ROTATION WITHIN CATEGORIES

The Employer agrees to form a job rotation committee composed of three (3) employees designated by the Union, one of whom may be a full-time Union Representative, and three (3) Employer representatives designated by management.

The Job Rotation Committee will identify the positions within each department that would benefit from a job rotation program. Upon completing its review it will present its conclusions to the Senior Management Committee for their consideration. The Senior Management Committee will then provide a response to the Joint Labour Management Committee with respect to its plans for implementation of any job rotation recommendations. Once the program has been adopted and put into effect the Committee will monitor the effectiveness of the program and report to the Senior Management Committee of any deficiencies that they see between the plan and its execution.

In identifying the position(s) within each department for rotation, the committee shall take into consideration the safety and ergonomic needs of the employee(s), their ability to do other job(s), and the length of time that employee(s) have been working on a similar job. The Employer agrees that not necessarily all jobs will rotate.

The Job Rotation Committee shall meet not less frequently than once per calendar month for the timeframe required to get the rotation fully defined and implemented. The frequency of meetings would then be revised accordingly to ensure the job rotation system is working effectively.

ARTICLE 35 WORK METHODS

35.01 When the introduction of new equipment makes a material change which is expected to result in the closing of a department or a substantial reduction in the number of employees in a department, the Employer will inform the Chief Steward of the Union of such change at least sixty (60) days in advance of the contemplated change and the parties will discuss what is expected to take place and how the matter may best be handled.

35.02 Where an employee is transferred to work where the bracket is lower, as a direct result of the introduction of new equipment, or where an employee remains on a job reduced in value following a technological change, his or her rate shall not be reduced for a period of two (2) years, including layoff, provided that the employee accepts all opportunities to post to work where the bracket is higher, unless it is unreasonable to expect such employees to apply due to such things as age, health, working conditions, and the employee's ability to learn the job. Where an employee after a sincere effort is unable to qualify his or her bracket protection shall not be affected.

35.03 In the application of or adjustment of bracket values, such an employee will not be paid a rate greater than the rate paid him or her at the time of the above mentioned posting, except for reasons of a general wage increase after the date of transfer.

35.04 At the expiring of the two (2) year period set out above, the amount of rate reduction shall be limited to two (2) brackets, at twelve (12) month intervals thereafter, further reductions of a maximum of two (2) brackets shall take place until the lower rate prevails.

35.05 For purposes of this provision it is agreed that the contemplated technological change from a skinning to a scalding process shall not be considered a "material change" or a "substantial reduction" or a "technological change" and accordingly the job rate protection herein provided shall not apply.

ARTICLE 36 PART-TIME EMPLOYEES

- 36.01 a) Part-time and casual employees will not be used where it is practical to employ full-time employees, and **part time and casual employees will not be employed such that it causes a reduction in full time positions or hours of work for full time employees.** Where the work performed by part-time or casual employees can be satisfactorily combined to permit the employment of a full-time employee, this will be done provided the employee can satisfactorily perform the work. **Article 11.11 shall not apply to part-time or casual employees.**
- b) **Seniority for casual and part time employees will be calculated based on the total number of hours worked.**
- c) **Casual and part time employees will only be able to exercise their seniority over other casual and part time employees.**
- d) **Full time employees will exercise seniority over other full time employees and will, at all times, be considered senior to any casual or part time employee.**

- e) **If a casual or part time employee accepts a full time position, they will be given a new seniority date of the day they accepted that position and will be placed on the bottom of the full time seniority list.**

36.02 The Union may submit and the Employer will consider, alternative means of doing the required work rather than employ part-time or casual employees.

ARTICLE 37 BULLETIN BOARDS

37.01 The Employer shall provide space in a conspicuous location for a bulletin board supplied by the Union for the posting of notices of official Union business.

ARTICLE 38 PROTECTIVE CLOTHING

38.01 **Outer Clothing, Oilskin Aprons and Sleeves**

Launderable outer work clothing, oilskin aprons, oilskin sleeves, specified by the Employer as required for work in the plant, will be supplied to employees. Such clothing remains the property of the Employer and shall not be removed from the Employer's premises except in the regular performance of duty, and must be returned for new issue or upon separation of the employee. In the event that such safety equipment is lost or is not returned on demand, the Employer shall be entitled to recover the cost of same from the employee but not by way of payroll deduction.

38.02 Laundry work service for outer work clothing shall be maintained at no cost to the employee.

38.03 **Rubber Boots and Hair Nets**

The Employer agrees to supply rubber boots, hair nets, and rubber gloves where required, to all employees. Worn out issue must be returned to the Employer before new issue will be issued. These items remain the property of the Employer and must not be removed from the premises.

38.04 **Footwear Allowance**

The Employer will provide each employee with a pair of quality safety boots or safety rubber boots free of charge each year and each year thereafter on their anniversary date, and earlier due to wear and tear.

Probationary employees who are issued Employer-supplied footwear will not be eligible for reimbursement for six (6) months.

Employees working in the freezer will be provided with winter boots and replacement liners as needed.

Employees working in the shipping/receiving departments or employees working outside will be provided with winter boots and replacement liners as needed during the months of October 1st - April 30th. Replacement of winter boots and replacement liners shall be provided on a 1-for-1 exchange basis.

Employees required by the Employer to wear both rubber boots and regular boots in the course of their assigned work will be provided with both types of boots.

Any employee with seniority who chooses not to wear the Employer's provided rubber boots will be granted a footwear allowance of **one hundred seventy five (\$175)** dollars every year for the purchase of appropriate, CSA approved footwear only. Employees required to work more than one (1) hour per day in a combination of conditions shall be entitled to rubber boots and a footwear allowance.

38.05 **Vest/Liner**

The Employer agrees to provide a heavy quilted vest or liner to those working at temperatures below 0° Celsius and replace or repair as required.

38.06 All employees must be properly attired and comply with Employer safety rules and regulations or be subject to disciplinary action.

ARTICLE 39 TOOLS

39.01 **Tool Allowance**

Mechanical Tradesmen of the Mechanical Department with seniority shall be reimbursed up to **six hundred (\$600)** dollars per year subject to the manager's approval of the expenditure and the delivery of purchase receipts for reimbursement.

39.02 **Sharpening of Tools and Knives**

The Employer shall provide a qualified operator for the sharpening of tools, knives, etc. This operator will be responsible for all sharpening of this equipment in the plant.

39.03 The Employer shall furnish all knives, scabbards, steels, whetstones, and hooks which it considers necessary for the performance of the work by the employees and shall establish regulations in respect thereto. The Employer agrees to maintain its present practice of furnishing heavy tools. All tools furnished shall remain Employer's property.



ARTICLE 40 PRESENT PRACTICE TO CONTINUE

40.01 Any working conditions now in effect and not specifically covered by this Agreement shall remain in effect unless changed by collective bargaining.

ARTICLE 41 LICENCE RENEWAL

41.01 The Employer shall reimburse employees for the renewal of necessary licences required in the performance of their duties.

ARTICLE 42 WORKERS COMPENSATION

42.01 The Employer agrees to advance to employees awaiting wage loss benefits under the Workers Compensation Board Act, the amount of benefits due up to the maximum amount of accrued vacation pay due to the employee. This is provided the following:

- (a) there is at least a two (2) week lapse of time since the benefits became payable;
- (b) the employee has completed all necessary forms as required by the Workers Compensation Board;
- (c) the doctor's report as required by the Workers Compensation Board has been completed and forwarded to the Board.

42.02 The amount of funds advanced under this section is strictly an advance to the employee, and the employee must sign a letter to this effect which would also authorize the Employer to withhold the Workers Compensation Board benefit due and apply the funds to repay the advance.

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

ARTICLE 43 MEDICAL AND DENTAL APPOINTMENTS

43.01 Employees will make reasonable effort to schedule medical and dental appointments outside their regular working hours. If possible, employees will provide 24 hours' advance notice of medical or dental appointments scheduled during their regular working hours.

43.02 If an employee is intending to be absent from work on any given day he/she must contact the Employer to inform the Employer of the reason for the absence

at least thirty (30) minutes prior to the start of the shift and in the case of maintenance/engineering personnel one (1) hour prior to the start of the shift. The reason for the absence must be satisfactory to the employer, notwithstanding that proper notice has been given. Either lack of notice or unsatisfactory reasons for the absence can lead to disciplinary action.

**ARTICLE 44 RETURN TO WORK FROM LEAVES
 OF ABSENCE, ILLNESS OR INJURY**

44.01 The parties agree that contract language related to employees returning to work following leave of absence, illness or injury and providing for the employee being reinstated to their former position or one of equal rating shall be interpreted to imply specific job protection except for circumstances such as:

- (a) the job no longer exists;
- (b) the job being filled by a senior employee pursuant to bumping provisions;
- (c) the employee's inability to perform the job.

In such circumstances the employee will be placed in a job of equal rating.

ARTICLE 45 CAR BOOSTING ASSISTANCE

45.01 The Employer agrees to provide winter car boosting assistance to employees whose cars will not start at the end of a shift. **The Employer will not charge employees for parking or plug-ins. The Employer commits to a target date of the fall of 2015 to provide plug-ins for all employee parking spots but the commitment of that date is not subject to the grievance procedure.**

ARTICLE 46 HEALTH AND WELFARE BENEFITS

46.01 The Benefit Plans provided to employees are as contained in Appendix "A" of this Agreement and the Employer agrees to make the premium payments contemplated therein.

ARTICLE 47 LOCKERS

47.01 The **Employer** agrees to provide separate lockers for all employees. In the event that space and/or zoning requirements restrict the **Employer** from being able to accommodate, the **Employer** will advise and work with the Union to determine suitable and reasonable arrangements.

47.02 It is understood between the parties that such lockers may only be entered in one of the two following circumstances:

- (1) (a) in the presence of the employee; or
 - (b) if requested by the employee, in the presence of a Shop Steward; or
 - (c) for HACCP compliance inspections in the presence of a Shop Steward; or
 - (d) direct access for the specific purpose of locker cleaning, verification audit or condition inspection, by giving five working days notice to Union Representative and employees via Plant posting, in the presence of a Shop Steward or Union Representative; or
 - (e) offsite discharge (e.g. AWOLs, Quits) in the presence of the Shop Steward.
- (2) in the presence of a Police Officer.

ARTICLE 48 JOINT LABOUR MANAGEMENT COMMITTEE

48.01 A Joint Advisory Committee shall operate during the term of this Agreement consisting of not more than three (3) employees and an equal number of Employer Representatives who shall meet bi-monthly (6 times per year) upon request of either party to discuss issues between the **Employer** and the Union and to promote a more harmonious relationship between the Employer and its employees.

48.02 The full-time Union Representative may attend and employees shall suffer no loss of pay as a result of attending said meetings.

48.03 The **Employer** and the Union will review the Joint Labour Management Committee process on an annual basis with a view to making the meetings as productive and effective as possible.

ARTICLE 49 FOREIGN WORKER PROGRAM

49.01 Immigration Paperwork

The Employer agrees to **provide administrative support** for any foreign worker in processing all appropriate work permit renewal applications and forms to apply for permanent residency for all **eligible** employees from its Foreign Worker Program in a timely manner.

This provision shall be in accordance with Federal Immigration Regulations. In the event that there is a conflict between this provision and the Federal Immigration Regulations, the parties will meet to modify this provision to ensure that it is in compliance with the Federal Immigration Regulations.

49.02 Translation

The Employer agrees to support in kind the translation of the Collective Bargaining Agreement into **Filipino** and any other language that is the first language for fifty (50) workers or more.

The Employer agrees to provide translators whenever required by foreign workers at the plant **which may be accomplished by a designated employee.**

49.03 Foreign Worker Terminations

In the event of the termination of a non-probationary foreign worker, who has received a long term letter of support from the Employer for the Provincial Nominee Program the Employer agrees to an expedited arbitration hearing. The Employer will continue to process all necessary paperwork required for the employee to remain in Manitoba until such time as the arbitrator's award is received. The Employer and the Union will jointly request that the arbitrator appointed be prepared to hear the case and submit an award within sixty (60) calendar days of his or her appointment.

ARTICLE 50 DURATION OF AGREEMENT

50.01 This Agreement shall be in effect from **February 1, 2015** and shall remain in effect until **January 31, 2020**, provided, however, this Agreement may be terminated on the 31st day of **January 2020** or on the 31st day of January in the year thereafter by either party on written notice by registered post to the Employer or to the Union not more than ninety (90) days and not less than thirty (30) days prior to the 31st day of January of any year thereafter.

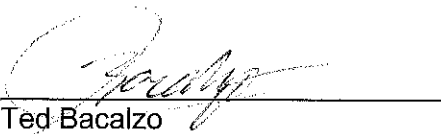
50.02 During the period of negotiations resulting from any of the provisions above, this Agreement shall remain in full force and effect.


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

SIGNED THIS 6 DAY OF July, 2015.

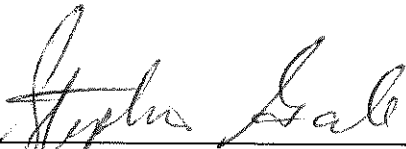
FOR THE UNION:

FOR THE EMPLOYER:



Ted Bacalzo


Claude Vielfaure

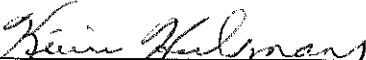





Stephen Gale



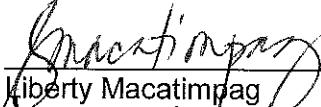
Guy Baudry




Kevin Hulsmans



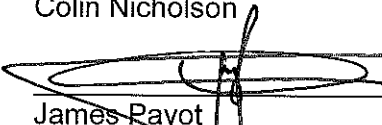
Don Dufort



Liberty Macatimpag



Colin Nicholson




James Payot



Phil Salmon



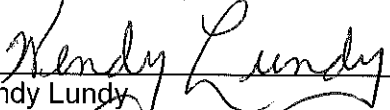
Donna Schoonbaert



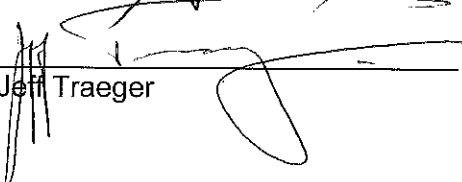
Robert Villafranca



Tim Whitford



Wendy Lundy



Jeff Traeger



APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Group Benefits

A-1.01 The parties agree that the present Group Benefits; Life Insurance, A.D.&D., Long Term Disability, and Health Guard Insurance, shall continue for the duration of the Agreement. The premium costs shall be shared fifty/fifty (50/50) between the Employer and the employees.

A-1.02 The Union will be provided upon request no more than once per year, with the plan text of any benefit contained in this Agreement.

A-1.03 A summary of group benefits an employee becomes eligible for on the completion of six (6) months' continuous active full-time service is as follows:

A-2 Life Insurance

100% of annual basic earnings to a maximum of \$250,000.

A-3 Accidental Death and Dismemberment Insurance (AD&D)

100% of annual basic earnings to a maximum of \$250,000.

A-4 Long Term Disability Insurance (LTD)

66.7% of first \$2250 of monthly basic earnings plus 50% of the balance to a maximum monthly benefit of \$4000.

Payments commence following a 4 month waiting period ceasing at age 65.

A-5 Healthguard Insurance

100% of eligible drug expenses less any amount covered by Manitoba Pharmacare.

A-6 U.F.C.W./HYLIFE FOODS TRUSTEED BENEFIT PLAN

A-6.01 The Employer agrees to make direct contributions to the U.F.C.W./HyLife Foods Trusteed Benefit Plan, of **thirty (30¢)** cents per hour for each hour of actual work

in respect to all employees in the bargaining unit. Contributions shall include vacations, general holidays and paid leaves of absence to a maximum of the basic work week.

A-6.02 Such contributions shall be forwarded to the Trust within twenty-one (21) days following the Employer's four (4) or five (5) week accounting period.

A-6.03 The Employer agrees to comply with all reasonable requests of the Board of Trustees in regards to the entry into the Plan and to abide by all the reasonable rules and decisions of the Board of Trustees as decided from time to time.

A-6.04 The Employer shall have one (1) position on the Board of Trustees of the Plan.

A-6.05 **It is agreed that the trust fund will maintain a reserve that is not less than thirty (30%) percent and not greater than forty (40%) percent which shall be calculated as follows:**

At the first meeting of each year, the trustees will calculate the above percentage by dividing the current actual reserve by the previous year's actual plan costs (actual benefit disbursements + actual expense disbursements).

- a) **If the calculated percentage is below thirty (30%) the Board will advise the Employer and the Employer will increase its hourly contribution to thirty five (35¢) cents per hour retroactive to the date of the meeting in which the calculation was performed.**
- b) **If the calculation is above forty (40%) contributions will be maintained at thirty (30¢) cents per hour, unless they are at the thirty five (35¢) cent level in which case the Board will advise the Employer and the Employer will reduce contributions to thirty (30¢) cents per hour retroactive to the date of the meeting in which the calculation was performed.**

The parties agree to recommend to the trustees of the jointly trusteed Health and Welfare Benefit Plan additions and improvements to the benefit plan that include the following:

- 1. Direct billing for all services**
- 2. Add Acupuncture**
- 3. Move to the 2015 Dental Fee Guide**
- 4. Improve the sick pay provisions**
- 5. Improve the vision care provisions**
- 6. Equal representation between the Employer and the Union Trustees**

A-6.06 A summary of Trusteed Plan benefits, which may change as determined by the Trustees is as follows:

A-6.07 **Dental Coverage**

100% of charges for eligible basic dental services and supplies.

90% of charges for eligible major dental services and supplies unless due to accident then 100%.

60% of charges for eligible orthodontic services for self and dependents age 18 and under.

A-6.08 **Sick Pay Plan**

Members with less than two years' service - \$65 per scheduled working day

Members with more than two years' service - \$80 per scheduled working day

Benefits paid for up to 12 scheduled working days annually with no more than 10 days paid on any one (1) claim.

The above may be amended from time to time as determined by the Board of Trustees.

A-6.09 **VisionCare**

\$400 per twenty-four (24) month period per employee and eligible dependent for frames and lenses or contact lenses.

For dependent children aged 17 years and younger \$400 per 12 months.

A-7 Pension

A-7.01 Effective June 7, 2015 participation in the CCWIPP will cease for all employees of HyLife Foods and employees will be enrolled in a HyLife Foods pension plan at its inception. References to the Canadian Commercial Workers Industry Pension Plan will be deleted throughout this collective Agreement. The provisions under Appendix A-7 may only be changed through mutual agreement between the parties.

A-7.1 HyLife Pension Plan

The employer will make a contribution of 3.3% of an employee's gross earnings on his/her behalf into a Defined Contribution Pension Plan which will be established by the employer to replace the CCWIPP.

This HyLife Employees Pension Plan will be established on the following basis:

- 1. It shall be for the employees of HyLife Foods who are in the UFCW Bargaining Unit that is a party to this Collective Agreement.**
- 2. The Pension Plan will be a Defined Contribution Pension Plan which is managed by a Plan Manager with the guidance of a committee which will include each of the following:**
 - a. A member of the union**
 - b. An active employee who is a member of the plan**
 - c. A member of the plan who is inactive but still participates in the plan either as a pensioner or a person with funds retained in the plan. If there is no such person available then another active employee may be placed on the committee to represent the inactive group.**
 - d. Equal members of HyLife management**
- 3. The employee will make contributions to the plan on the following basis with respect to the following schedule:**

2016	1.0% of gross annual earning
2017	1.5% of gross annual earning
2018	2.0% of gross annual earning
2019	2.25% of gross annual earning

The employee may make voluntary contributions to the plan to the extent allowed through pension and/or Revenue Canada limitations

- 4. The Plan will have a retirement date of age 65 years with an early retirement option at age 55 years.**
- 5. The plan will provide immediate vesting.**
- 6. The beneficiary receives the vested amount upon the death of the employee.**
- 7. HyLife will not have any claims on the assets of the plan.**

A-7.2 HyLife Pension Conversion Fund (PCF)

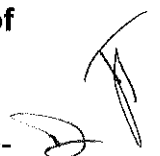
The Employer will establish a Fund to provide money for the purpose of addressing the shortfall experienced by current employees who are also members of CCWIPP as a result of the employee withdrawing from the CCWIPP and participating in the HyLife Pension Plan.

- 1. The PCF will be funded by contributions provided by the Employer at**



the following rates:

- a. **\$150,000.00 per year for the first 5 years**
 - b. **\$100,000.00 per year for the next 15 years**
 - c. **Contributions will not be greater than \$2,250,000.00 over the 20 year period**
 - d. **All interest earned in the Fund will accrue to the fund**
 - e. **The full amount of the PCF is owned by HyLife**
- 2. Withdrawals from the Fund will be governed by the following rules:**
- a. **To be eligible for any payment from the Fund the employee must:**
 - i. **Be actively employed by HyLife and,**
 - ii. **Have reached the age of 65 years.**
 - b. **Upon the death of an active employee the amount of their entitlement will be paid to their spouse or beneficiary which may also be the estate.**
 - c. **Employees who retire at age 55 years or older will be eligible to receive their entitlement when they reach the age of 65 years.**
 - d. **Any employee who is terminated from the employ of HyLife will not be eligible for any payment from the fund.**
 - e. **Employees with less than 2 years of service at the time of conversion will not be eligible to participate with the PCF.**
 - f. **The Fund will not make any payment within the first two years from the date it was established.**
 - i. **Any employee retiring within the no payment period will have their payments held until payment from the fund commences.**
- 3. The calculation of the shortfall will be as follows:**
- a. **The shortfall will be calculated at the time of the conversion from the CCWIPP to the HyLife Pension Plan.**
 - b. **The shortfall calculations will be made by an accredited actuary who is mutually agreed upon by HyLife and the Union.**
 - i. **That calculation will be established as the amount of payment to which the employee is eligible.**



4. **The transition from CCWIPP to the HyLife Pension Plan:**
 - a. **Employees who have reached the age of 55 years will meet with a financial advisor to review, understand and establish a personal financial plan.**
 - b. **Prior to conversion into the plan any employee who has reached the age of 55 years may opt for retirement at which point they will receive a retirement allowance of \$140.00 for each year of completed service with HyLife.**
 - i. **Employees with less than 2 years of service at the time of conversion will not be eligible for the \$140.00 retiring allowance.**
5. **The unused assets of the Fund and the continuation of the Fund:**
 - a. **All assets of the Fund which are in excess of the amount of all calculated payments will be returned to HyLife.**
 - b. **At the point that the Fund has sufficient assets to meet the total of all calculated payments then HyLife will discontinue any contributions it is making to the Fund and all its obligations to make further contributions will cease.**
6. **The PCF agreement is not subject to re-negotiation.**



APPENDIX "B" WAGES

B-1 (A) HYLIFE FOODS WAGES /CLASSIFICATIONS

	Current		22-Mar-15	06-Jul-15	03-Jul-16	02-Jul-17	30-Jun-18	29-Jun-19
Bracket 0	Start	\$12.95	\$13.25	\$13.55	\$13.85	\$14.15	\$14.50	\$14.85
	6 Months	\$13.15	\$13.40	\$13.70	\$14.00	\$14.30	\$14.65	\$15.00
	12 Months	\$13.40	\$13.60	\$13.90	\$14.20	\$14.50	\$14.85	\$15.20
	18 Months	\$13.75	\$13.85	\$14.15	\$14.45	\$14.75	\$15.10	\$15.45
	24 Months	\$14.00	\$14.10	\$14.40	\$14.70	\$15.00	\$15.35	\$15.70
Bracket 1	Start	\$13.10	\$13.40	\$13.70	\$14.00	\$14.30	\$14.65	\$15.00
	6 Months	\$13.30	\$13.55	\$13.85	\$14.15	\$14.45	\$14.80	\$15.15
	12 Months	\$13.55	\$13.75	\$14.05	\$14.35	\$14.65	\$15.00	\$15.35
	18 Months	\$13.90	\$14.00	\$14.30	\$14.60	\$14.90	\$15.25	\$15.60
	24 Months	\$14.15	\$14.25	\$14.55	\$14.85	\$15.15	\$15.50	\$15.85
Bracket 2	Start	\$13.40	\$13.70	\$14.00	\$14.30	\$14.60	\$14.95	\$15.30
	6 Months	\$13.75	\$14.00	\$14.30	\$14.60	\$14.90	\$15.25	\$15.60
	12 Months	\$14.20	\$14.40	\$14.70	\$15.00	\$15.30	\$15.65	\$16.00
	18 Months	\$14.45	\$14.55	\$14.85	\$15.15	\$15.45	\$15.80	\$16.15
	24 Months	\$14.75	\$14.85	\$15.15	\$15.45	\$15.75	\$16.10	\$16.45
Bracket 3	Start	\$14.90		\$15.30	\$15.75	\$16.20	\$16.65	\$17.10
	6 Months	\$15.25		\$15.65	\$16.10	\$16.55	\$17.00	\$17.45
	12 Months	\$15.60		\$16.00	\$16.45	\$16.90	\$17.35	\$17.80
	18 Months	\$16.05		\$16.45	\$16.90	\$17.35	\$17.80	\$18.25
	24 Months	\$16.20		\$16.60	\$17.05	\$17.50	\$17.95	\$18.40
Bracket 4	Start	\$15.85		\$16.25	\$16.70	\$17.20	\$17.70	\$18.20
	6 Months	\$16.15		\$16.55	\$17.00	\$17.50	\$18.00	\$18.50
	12 Months	\$16.60		\$17.00	\$17.45	\$17.95	\$18.45	\$18.95
	18 Months	\$16.95		\$17.35	\$17.80	\$18.30	\$18.80	\$19.30
	24 Months	\$17.20		\$17.60	\$18.05	\$18.55	\$19.05	\$19.55
Bracket 5	Start	\$17.05		\$17.50	\$18.05	\$18.60	\$19.15	\$19.70
	6 Months	\$17.40		\$17.85	\$18.40	\$18.95	\$19.50	\$20.05
	12 Months	\$17.80		\$18.25	\$18.80	\$19.35	\$19.90	\$20.45
	18 Months	\$18.15		\$18.60	\$19.15	\$19.70	\$20.25	\$20.80
	24 Months	\$18.40		\$18.85	\$19.40	\$19.95	\$20.50	\$21.05

Bracket 6	Start	\$17.35		\$17.80	\$18.35	\$18.90	\$19.45	\$20.00
	6 Months	\$17.60		\$18.05	\$18.60	\$19.15	\$19.70	\$20.25
	12 Months	\$18.15		\$18.60	\$19.15	\$19.70	\$20.25	\$20.80
	18 Months	\$18.70		\$19.15	\$19.70	\$20.25	\$20.80	\$21.35
	24 Months	\$19.45		\$19.90	\$20.45	\$21.00	\$21.55	\$22.10

B-2 A premium of seventy five (75¢) cents per hour for all hours worked will be paid for the following bracket six (6) classifications:

- QA Technician
- HACCP Monitor
- HIP Monitor

B-3 Maintenance Wage Survey

The **Employer** will perform an annual maintenance wage survey comprised of **five (5) competitors** of the Employer's choosing, **and five (5) competitors of the Union's choosing**, all representing industries that are in direct competition for human resources with **HyLife Foods** in Neepawa. The positions included in the review shall be directly comparable to all trades, maintenance and engineering positions at **HyLife Foods** and will include:

1. Licensed and unlicensed skilled trades
2. Licensed Stationary Engineers
3. Apprentices (if applicable)
4. Dual Tickets

The highest and the lowest rates collected will then be removed and the remaining average rates will be calculated into a simple average. **The HyLife Foods** rate will be adjusted to this average.

For the purposes of unlicensed skilled trades, any wage adjustment to a licensed skilled trade made as a result of the survey will be applied to the unlicensed skilled trade at seventy seven and one half (77.5%) percent of that applied to the licensed skilled trade. If an unlicensed skilled trade employee enrolls in the Apprenticeship Program, the wage adjustment for the unlicensed skilled trade will be as follows (relative to the licensed skilled trade):

- After completion of 1st year Apprenticeship Program – 81.25%
- After completion of 2nd year Apprenticeship Program – 87.5%
- After completion of 3rd year Apprenticeship Program – 93.75%
- After completion of 4th year Apprenticeship Program – 100%

Timing and participation levels in the Apprenticeship Program will be a function of the number of interested employees and determined by Management and referred to the JLM. Compensation for employees enrolled in the Apprenticeship Program will be in the form of payment of wages for all time spent at school, and reimbursement of tuition and books upon successful completion of the offsite training.

This survey will be completed in January of each year with any required adjustments effective the first pay period of February. Maintenance rates established under this provision are not subject to the grievance or arbitration process. **No employee will have their wage rate reduced as a result of the Maintenance Wage Survey.**

Engineering Classifications	Step	Current	As at Feb 1 2015	Sat \$ March 23, 2015	24/7 March 23, 2015
2nd Class Shift Engineers		\$37.47	\$40.21		
3rd Class Shift Engineers		\$34.11	\$35.76		
4th Class Engineers to provide relief work for shift engineers at both HyLife Foods and Freezerco.		\$31.84	\$33.55		
5th Class Engineers to provide relief work for shift engineers at both HyLife Foods and Freezerco.			\$26.87		
Maintenance Trades (Qualified Licensed)					
Electrician Red Seal		\$34.78	\$34.78	\$36.11	\$37.83
Instrumentation Technician Diploma (RRC or equivalent)		\$34.78	\$34.78	\$36.11	\$37.83
Millwright/ Industrial Mechanic Red Seal Welder Red Seal Machinist Red Seal		\$34.78	\$34.78	\$36.11	\$37.83
Red Seal trades, Plumber Pipefitter		\$34.78	\$34.78	\$36.11	\$37.83
Non-Licensed Maintenance Personnel. Skill sets equal to above classifications but without Ticket(s)	Start	\$24.96	\$24.96	\$25.99	\$27.32
	6	\$25.96	\$25.96	\$26.99	\$28.32
	12	\$26.96	\$26.96	\$27.99	\$29.32
Dual Tickets		\$37.47	\$40.21	\$40.21	

General maintenance personnel. Must be able to perform basic maintenance activities and assist maintenance staff (without tickets).						
	Current	July 1, 2015	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019
Start	17.29	17.74	18.29	18.84	19.39	19.94
6 Months	18.20	18.65	19.20	19.75	20.30	20.85
12 Months	20.14	20.59	21.14	21.69	22.24	22.79

B-4 JOB GRADES AND CLASSIFICATIONS

RECLASSIFICATION 2015 - Final	
BRACKET	JOB TITLE
STACK OFF AM & PM	
3	Stack Off
6	Lead Hand
JAPAN LOADING AM & PM	
2	Japan Loader
4	Japan Shipper
5	Japan High Rise Operator
6	Shunt Truck
6	Lead Hand
SHIPPING AM & PM	
0	Wiping Rails
2	Powerjack Operator
2	Freezer Person
4	Shipper/Receiver
5	High Rise Operator
6	Lead Hand

KILL WET END AM & PM	
0	Flush Nostrils
3	Gam Hogs
3	Hang Hogs
3	Cut Gam Cords
2	Feed Singer
3	Gam Room
3	First Hog Driver
4	Shackler
5	Butina Gate
5	Tending Scald Tank
6	Sticker
6	Lead Hand
KILL DRESSING FLOOR AM & PM	
1	Hog Pusher
1	Clean Floors
2	General Janitorial
0	Vaccuuming Spinal Cord
1	Clippers
2	Channel Fat/ Hanging Tender
2	Bung Mechanically
3	Trim Stick Holes
2	Pop Kidneys
2	Save Offals
2	Return Hogs to Main Line
2	Pulling Flux
2	Head Shavers
3	Drop Bung Remove Bladder Save Uteri
3	Shavers
4	Final Trim
3	Hash Gut
4	Scrape Leaf Lard
3	Cooler Floater
3	Scale Operator
3	Present Viscera

4	Pull Leaf Lard
4	Mechanical Leaf Lard Puller
5	Open Brisket
5	Drop Tongue Break Heads
6	Open Belly
5	Trim and Switch Hogs to Held Rail
5	Knife Sharpener
5	Presenting MLN
3	Grader
6	HIP Monitor
6	Gut
6	Held Rail
6	Split Hogs
6	Job Skills Trainer
6	Lead Hand
OFFAL AM & PM	
1	Sort Offal
2	Save Stomach
2	Chitterlings
2	Stomach Room
3	Pack and Scale Offal
QUALITY ASSURANCE AM & PM	
0	Recorder
3	Quality Assurance Composite
6	Quality Assurance Technician
HACCP AM & PM	
6	HACCP Monitor

FREEZERCO AM & PM	
2	Material Handler 1
3	Material Handler 2
5	High Rise Operator
4	Shipper/Receiver
6	Truck Driver
6	Lead Hand
SANITATION	
5	Night Clean Up
6	Lead Hand
MAIN BREAK AM & PM	
1	Push Hogs Manually
2	Push Hogs With Pallet Jack
0	Spread Flanks
3	Remove Jowls/Heads and Feed Skinner
3	Drop Hogs
3	Remove Tail Root
4	Trim Jowls
3	Dunseth Operator
4	Scribe Saw
5	Band Saw Operator
6	Lift Neck Bone & Riblet
6	Held Table
6	Job Skills Trainer
6	Lead Hand
BELLY LINE AM & PM	
2	Flipping Bellies
4	Remove Skirt Meat
3	Trim and Square Bellies
4	St. Louis Ribs
5	Denver Knife
6	Rib Bellies
6	Lead Hand
SHOULDER LINE AM & PM	
5	Skin Shoulder and Butts

4	Whizzard Shoulder Glove Style
5	Trim Small Butts
6	Boning Shoulder
6	Butt and Shoulder Trimmer
6	Lead Hand
LOIN LINE AM & PM	
2	Chine Bone saw
2	Place Loin After Puller
2	Trim Rib Ends
2	Back Fat Knife
5	Final Trim
6	Loin Puller Operator
6	Boning to Spec
4	Whizzard Knife
6	Remove Tenderloin
6	Shell Boning Sirloin
6	Lead Hand
SPECIALITY AM & PM	
3	Trimming Jowls and Shoulders to Spec
3	Computerized Scale
3	Trim Nk Butts Shoulders and Jowls
6	Lead Hand
CRYOVAC AM & PM	
2	Strapper
2	Packaging/Boxing
2	Radio
3	Computerized Scale
3	Cryovac Operator
6	Held Table
6	Lead Hand



MEZZANINE AM & PM	
1	Make Boxes
2	Radio
2	Tare Weight
2	Computer
2	Scan Boxes
6	Lead Hand
TENDERLOIN AM & PM	
4	Pull Trim
4	Knife Trim
3	Package
4	Membrane Skinner
6	Lead Hand
HAM LINE AM & PM	
4	Membrane Skinner
5	Skinner
4	Whizzard Knife
6	Boning to Spec
6	Three Piece Ham
6	Lead Hand
PACKAGING AM & PM	
1	Dumping Tubs
1	Floor Cleaners
0	Condensation
0	Set-up Combos
2	Strapper
1	Packaging
2	Shoulder Skin and Fat
2	Glove Style Shoulder Trimmer
2	Digitized Scale
3	Rework
3	Pallet Jack Operator
3	Computer Scale
4	Cutting Board Washer
6	Lead Hand

DSP AM & PM	
3	DSP Rotation
ENGINEERING	
Survey	Second Class
Survey	Third Class
Survey	Fourth Class
Survey	Fifth Class
MAINTENANCE	
Survey	Dual Tickets
Survey	Electrician Red Seal
Survey	Instrumentation Tech
Survey	Millwright/Industrial Mechanic Red Seal
Survey	Welder and Machinist Red Seal
Survey	Red Seal Trades, Plumber Pipefitter
Survey	Non-Licensed Maintenance Personnel
6	General Maintenance Personnel

B-5 RETROACTIVE PAY

All employees shall receive full retroactive pay to February 1, **2015**, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit as part of their normal earnings.

APPENDIX C

MANITOBA FOOD & COMMERCIAL WORKERS, LOCAL 832, EDUCATION AND TRAINING TRUST FUND

- C-1 The **Employer** agrees to make the following contributions per hour into the Manitoba Food & Commercial Workers Local 832, Education and Training Trust Fund:

Three (3¢) cents per hour.

The hours for which the **Employer** will contribute said amounts will be the same hours as contributed for the Pension Plan under Section A-7, and shall be remitted to the Union in the same manner and at the same time as Union dues and initiation fees.

- C-2 The purpose of the Manitoba Food and Commercial Workers, Local 832, Education and Training Trust Fund is to provide training for members of bargaining units as needed from time to time, either for personal improvement, or in cooperation with the Employer, for training as decided by the Union and the Employer that would be beneficial to both the Employer and the Union members.

APPENDIX D

SCHEDULED TWELVE (12) HOUR SHIFTS FOR POWER ENGINEERS

The following provisions will apply when Stationary/Power Engineers **and Maintenance employees** are working scheduled twelve (12) hour shifts.

- D-1 The work week will commence at 8:00 a.m. on Sunday and conclude at 8:00 a.m. on the following Sunday.
- D-2 There will be a two (2) week work cycle with employees working alternating weeks of forty-eight (48) hours (four (4) scheduled shifts) and thirty-six (36) hours (three (3) scheduled shifts). The day shift will start at 8:00 a.m. and finish at 8:00 p.m. on the same calendar day and the night shift will start at 8:00 p.m. and finish at 8:00 a.m. on the next calendar day.
- D-3 Employees will be paid at one and one-half (1½) times their regular rates for hours worked in excess of twelve (12) hours per shift or in excess of eighty (80) hours which have been paid at straight time rates in a two-week cycle.
- D-4 For employees who are scheduled to work 12-hour shifts and a general holiday falls on a scheduled work day, they will be paid time and a half (1½) for all hours worked on the general holiday and receive a twelve (12) hour day in lieu of the general holiday. If a full-time employee works a 12-hour shift and the general holiday does not fall on a scheduled work day, on his first scheduled shift after the holiday he will be paid at the rate of time and one half for the normal shift and receive an additional twelve (12) hour day in lieu for the general holiday. The same procedure shall apply when two (2) general holidays fall in a calendar week.
- D-5 Under Section 26.05 of the Collective Agreement, vacation pay for each week of vacation for employees will be forty-two (42) hours at the employee's regular rate.
- Employees will be allowed forty-two (42) scheduled hours off for each week of vacation entitlement. When an employee takes a week off for vacation, he will be considered to have used either thirty-six(36) or forty-eight (48) hours of his total hours allowed off for vacation, determined by the number of scheduled hours that he / she had in the week of vacation taken.
- D-6 Under Section 27.06 of the Collective Agreement - Bereavement Pay, the maximum number of hours for which an employee may qualify to be paid is thirty-six (36) hours.
- D-7 Employees will be paid time and one half (1½) for the first three (3) hours in excess

of their normal shift schedule, and double (2) time for all hours beyond three (3) hours in excess of the normal shift schedule.

D-8 Employees working twelve (12) hour shifts will have a sixty (60) days' work probationary period.

In circumstances other than those referred to above, the provisions of the Collective Agreement will apply.



LETTER OF UNDERSTANDING #1

BETWEEN:

HYLIFE FOODS, Neepawa, Manitoba,
hereinafter referred to as the "Employer",

AND

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

The parties hereby agree as follows:

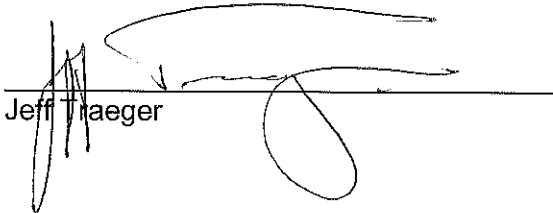
Attendance Bonus – The **HyLife** Attendance Bonus will remain in place at its current rate and in its current form for the life of this contract (February 1, **2015** thru January 31, **2020**). For further clarification the **Employer** will maintain the credit hours.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS 6 DAY OF July, 2015.

FOR THE UNION:

FOR THE EMPLOYER:



Jeff Traeger



Don Dufort

LETTER OF UNDERSTANDING #2

BETWEEN:

HYLIFE FOODS, Neepawa, Manitoba,
hereinafter referred to as the "Employer",

AND

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

**Re: Posting of Outstanding Second Shift Vacancies Following Date of
Ratification of this Agreement.**

The parties hereby agree as follows:

- 1) The parties will mutually agree to a list of jobs on the Second Shift that will be posted as part of this process.**
- 2) The mutually agreed list shall only include jobs currently held by employees who were hired after August 15, 2013.**
- 3) All employees hired before August 15, 2013, and all employees who have bid for, and been awarded a position on the Second Shift will be deemed by the parties to own the job they are currently in.**
- 4) All jobs on the agreed list shall be posted in accordance with Article 23 of this Collective Agreement.**
- 5) For the purpose of this process, only those employees currently working on the Second Shift will be eligible to apply for jobs on the agreed list.**
- 6) All bracket six (6) jobs on the agreed list will be posted together and no further posting will be put up until all are filled and backfilled in accordance with Article 23.**
- 7) Then all bracket five (5) jobs on the agreed list will be posted together and no further posting will be put up until all are filled and backfilled in accordance with Article 23.**
- 8) Then all bracket four (4) jobs on the agreed list will be posted together and no further posting will be put up until all are filled and backfilled in accordance with Article 23.**