



# **COLLECTIVE AGREEMENT**

Between

**Maple Leaf Poultry**

And

**Logistics, Manufacturing, and  
Allied Trades Union,  
CLAC Local 56**

**DURATION: August 3, 2017 – July 31, 2020**

# SERVICE AT YOUR FINGERTIPS



myCLAC is your gateway to important information about your workplace, collective agreement, and more.

Sign up at [clac.ca/myCLAC](http://clac.ca/myCLAC) to

- update your contact information and preferences,
- find out who your stewards and representatives are,
- read your collective agreement,
- access training calendars and sign up for upcoming courses,
- learn about member-only discounts, awards, and scholarships,
- apply for construction jobs, and
- access your retirement and benefit information.

## Questions?

Call the nearest CLAC member centre, or visit us at [clac.ca](http://clac.ca) to learn more.

# **COLLECTIVE AGREEMENT**

**Between**

**Maple Leaf Poultry  
(hereinafter referred to as "the Employer")**

**and**

**Logistics, Manufacturing, and Allied Trades  
Union, CLAC Local 56  
(hereinafter referred to as "the Union")**

**August 3, 2017 – July 31, 2020**

## Table of Contents

Article 1 - PURPOSE .....	2
Article 2 - RECOGNITION .....	3
Article 3 - UNION REPRESENTATION .....	4
Article 4 - UNION/MANAGEMENT COMMITTEE .....	7
Article 5 – MANAGEMENT’S RIGHTS .....	8
Article 6 - NON-DISCRIMINATION .....	9
Article 7 – DISCIPLINE AND DISCHARGE.....	10
Article 8 – GRIEVANCE PROCEDURE .....	11
Article 9 - ARBITRATION .....	14
Article 10 – HOURS OF WORK .....	15
Article 11 - WAGES .....	24
Article 12 - SENIORITY .....	24
Article 13 – GENERAL HOLIDAYS .....	32
Article 14 – VACATIONS .....	33
Article 15– VACATION SCHEDULING.....	35
Article 16 – BEREAVEMENT PAY .....	38
Article 17 – LEAVES OF ABSENCE .....	39
Article 18 – CLOTHING .....	42
Article 19 – SAFETY.....	43
Article 20 - BENEFITS .....	47
Article 21 – PENSION PLAN .....	49
Article 22 – PLANT CLOSING.....	51
Article 23 – EXPIRATION AND RENEWAL .....	53
OUTLINE OF INSURANCE PLAN .....	72

## **COLLECTIVE AGREEMENT**

### **Article 1 - PURPOSE**

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- a. To recognize mutually the respective rights, responsibilities and functions of the parties hereto;
  - b. to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
  - c. to establish an equitable system for the layoff and recall of employees;
  - d. to establish a just and prompt procedure for the disposition of grievances;
  - e. and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer and the employees which will be conducive to their mutual well-being.
- 1.02 Any changes to the Agreement will be in writing and signed by duly authorized representatives of the Company and the Union.
- 1.03 It is the intent of the Company and the Union to ensure a safe, healthy and productive work environment. The parties shall cooperate in and the Company shall implement and enforce policies and procedures in accordance with current legislation that ensures the safety and well-being of the employees and the public, including an alcohol and drug free work environment.

1.04 In this Agreement, the Company and the Union shall be referred to jointly as “the parties”.

## **Article 2 - RECOGNITION**

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent of all employees in the bargaining unit as defined in Article 2.02 and/or classified in Schedule “A” attached hereto and made part hereof.

2.02 This Agreement covers all employees of the Employer, as defined in existing ALRB certificate covering:

50-2017 All employees of Maple Leaf Poultry except office, clerical, and quality control and assurance personnel.

This agreement covers all employees of the Employer below the rank of Supervisor, save and except Team Leaders, scientific workers, security staff, office, clerical, quality control assurance personnel, Health Unit workers, salaried personnel, and employees in confidential positions.

2.03 Part-time and Casual Employees. Part-time employees, that is, employees employed for 24 hours weekly or less, summer students and casual employees, that is, those employed for less than one week, are eligible for membership in the Union, but are not entitled to privileges in the Articles of this Agreement pertaining to Seniority, Hours of Work Overtime And Off Shift Premiums, and Vacations, except that:

- a) Part-time employees with one year's service or more will be eligible for vacations as set forth in Article 11 on a basis that their normal weekly hours are of forty.
- b) Part-time and casual employees shall be paid one and one-half (1½) times their regular rates for time worked in excess of eight (8) hours in any day.
- c) Part-time and casual employees shall be entitled to the provisions of the Agreement pertaining to Meal Allowance.

Part-time and casual employees will not be used where it is practical to employ full-time employees, and except where otherwise agreed with the Local Union, part-time employees will not be employed for the purpose of reducing overtime unless that part-time work is required on a regular basis. 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.

The Union may submit, and the Company will consider, alternative means of doing the required work rather than employ part-time or casual employees and such matters may be subject to the grievance and arbitration procedures.

### **Article 3 - UNION REPRESENTATION**

Except as permitted by this Agreement, there will be no Union activities on the Company's time or on the Company's

premises without the Company's prior written permission. Such permission shall not be unreasonably withheld.

3.01 For the purpose of representation with the Company, the Union shall function and be recognized as follows:

- a. The Union has the right to appoint or elect a minimum of one (1) to a maximum of three (3) Union Stewards per shift with a maximum of twelve (12) Union Stewards in total. Union Stewards are representatives of the employees in certain matters pertaining to this Agreement.
- b. Union Stewards will not absent themselves from their work to deal with a grievance without first obtaining permission from their supervisor when it becomes necessary; such permission shall not be unreasonably withheld.
- c. As part of the orientation process scheduled by the Company, the Company agrees to allow a Union Steward or Representative to meet with new employees.
- d. Bargaining Unit employees have the right to have duly appointed full time Union representatives are representatives of the employees in all matters pertaining to this Agreement particularly for the purpose of processing grievances and arbitrations, negotiating amendments or renewals of this Agreement, and enforcing the employees' collective bargaining rights.
- e. A Union Representative of CLAC will be entitled to visit the unit covered by this collective Agreement during

working hours at reasonable times provided they seek prior approval by the Employer.

- f. The Union has the right to appoint or elect a Negotiating Committee consisting of one employee member for every fifty (50) employees to a maximum of six (6) employees Negotiating Committee members. With approval, the Negotiating Committee will be allowed non-paid time off for formally preparing and / or negotiating revisions to the Agreement with the Company provided the Union provides the Company with a minimum two week written request.
- g. All Union Stewards and employee members of the Union Negotiating Committee will be full-time employees of the Company in one of the job classifications listed in Appendix “A” who have completed their probation period. The Union will advise the Company in writing of the names of the Chief Steward, Union Stewards and the employee members of the Union Negotiating Committee.

3.02 The Company is authorized to and will deduct from each employee’s pay effective from the start of employment the amount equal to Union dues and Administrative dues. The total amount deducted will be remitted to the Union Provincial Remittance Processing Center each month, within two (2) weeks after month end following the deductions, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Company shall also provide the Union with the Social Insurance Numbers of each employee. The Union and the employees agree that the Company will be saved harmless for all deductions and payments so made.

The Union will promptly notify the Company, in writing, over the signature of its designated officer, the amount of the deductions to be made by the Company for Union dues and Administration dues. The Company will have the right to continue to rely on such written notification until it receives other written notification from the Union.

- 3.03 The company acknowledges that the Union has a conscientious objection policy for employees who cannot support the Union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objection.
- 3.04 Neither the Employer nor the Union will compel employees to join the Union. Subject to Article 6.01, the Employer will not discriminate against any employee because of Union membership or lack of it.
- 3.05 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement subject to the Constitution of the Union and the terms and conditions specified by its applicable policies.
- 3.06 A maximum of three (3) bulletin boards supplied by the Union will be located in a mutually agreed upon area.

#### **Article 4 - UNION/MANAGEMENT COMMITTEE**

- 4.01 The Company and the Union agree to schedule Union / Management Committee meetings as often as they mutually agree it is required but not less than once a quarter during

the term of this Agreement. At these meetings the parties shall discuss issues of mutual interest other than issues which are the subject of pending grievances or arbitration hearings.

- 4.02 The Union's representation will include a maximum of two (2) Union Stewards. More stewards may be included by mutual agreed by both parties.
- 4.03 Union Stewards attending a Committee meeting during their regular shift will be paid their regular hourly rate for their time at the meeting. A Union Steward who comes in when not scheduled to work to attend a Committee meeting will be paid a flat fee of twenty-five dollars (\$25.00).

## **Article 5 – MANAGEMENT'S RIGHTS**

- 5.01 The management and the direction of the Company's business, including the work force, are the sole rights of the Company, including the right to:
- a. Plan, organize, direct and control operations;
  - b. Schedule and assign work to employees
  - c. Determine the means, methods, processes and schedules of operations;
  - d. Establish production standards;
  - e. Maintain the efficiency of employees
  - f. Establish and require employees to observe the Company's rules and regulations;
  - g. Hire, classify, layoff, transfer and relieve employees from their duties;

- h. Discontinue jobs;
- i. Maintain order and suspend, promote, demote, discipline and discharge for just cause; and
- j. Decide employee qualifications and ability.

The foregoing enumeration of Management Rights and functions shall not be deemed to exclude functions not specifically set forth in this section. The Company, therefore, retains all Management Rights not specifically described herein.

## **Article 6 - NON-DISCRIMINATION**

- 6.01 Neither the Company nor the Union will discriminate against any employee because of membership or non-membership in the Union. The Company and the Union agree to adhere to the *Alberta Human Rights, Citizenship and Multiculturalism Act* as amended.
- 6.02 When the masculine gender is used in this Agreement, it shall be considered to apply to the feminine gender as well.
- 6.03 The Union and the Company agree that the workplace should be free of Harassment. The Company and the Union will cooperate with each other in an effort to prevent and work towards eliminating Harassment.

When an employee alleges that Harassment occurred on the job the employee shall be free to inform either management or the Union and where possible is assured of confidentiality in the matter.

## **Article 7 – DISCIPLINE AND DISCHARGE**

- 7.01 When an employee's work performance, conduct or behavior incurs discipline, the Company shall use a progressive discipline process to communicate to the employee the improvements required. However, there are certain actions which could result in termination without any prior warning including but not limited to; dishonesty, theft, insubordination, violation of the Company's drug and alcohol policy, animal welfare violations or other violations of food safety or health and safety policies, harassment or engaging in an altercation while on Company property.
- 7.02 When the work performance, conduct or behavior of an employee results in a formal discipline meeting a Union Steward will be present. Wherever possible, a Steward from the same department will attend the meeting. All discipline notifications will be emailed to the designated Union representative as soon as reasonably possible.
- 7.03 All disciplinary actions will be timely and documented in the respective employee's personnel file.
- Warnings: The Company agrees to inactivate previous written warnings from an employee's record after eighteen (18) months and not raise the written warning in any subsequent proceedings provided that the employee does not receive discipline for any like offences within the said eighteen (18) month period.
  - Suspensions: The Company agrees to inactivate previous suspensions from an employee's record after eighteen (18) months and not raise the

suspension in any subsequent proceedings provided that the employee does not receive discipline for any like offences within the eighteen (18) month period.

7.04 The time a Union Steward spends in a formal grievance meeting in his capacity as a Union Steward shall be considered as time worked.

## **Article 8 – GRIEVANCE PROCEDURE**

8.01 It is the intention of the parties that during the life of this Agreement, all disputes as to the meaning and application of this Agreement may be handled in accordance with the grievance and arbitration procedures contained in this Agreement.

8.02 By the Employee(s)

Verbal Step: The employee or employees concerned, with or without a Union Steward in attendance, must first seek to settle the difference in discussion with an appropriate Company representative.

Step 1: If the difference is not resolved satisfactorily in the Verbal Step, it then becomes a grievance. The grievance shall be reduced to writing and shall set forth the following information;

- a) The nature of the grievance and the circumstances out of which it arose;
- b) The remedy or correction requested;

- c) The Article(s) of the Agreement claimed to have been infringed upon or violated.

The grievance shall be submitted in written form to the Human Resources Department within five (5) days of the act giving rise to the grievance. The Human Resource Department shall respond in writing to the grievance within five (5) days of receipt of the grievance by the Union Steward or Union Representative. The grievance response shall be emailed to the designated Union Representative.

Step 2: In the event the Company's Step 1 grievance response is unsatisfactory to the Union, a designated Union Representative and a Union Steward will meet with the Human Resources Manager or their designee within five (5) days of the Company's Step 1 response and will meet and attempt to settle the grievance to the parties' mutual satisfaction. If no resolution is reached within five (5) days of the meeting the union may submit the grievance for arbitration. The Union must inform the Human Resource Manager in writing within ten (10) days of the Step 2 meeting of their intention to submit the grievance for arbitration.

A suspension or termination of an employee may be filed at the Step 2 of the grievance procedure and provided in writing.

### 8.03 By the Company or the Union

Step 1: In the event either the Company or the Union wishes to file a grievance on their own behalf, the grievance shall be submitted in writing by one party to the other. The

grievance shall set forth the information described in Step 1 of Article 8.02 and shall be submitted within five (5) days of the act giving rise to the grievance occurring. The party in receipt of the grievance must within five (5) days of receipt, provide a written response to the grievance.

Step 2: In the event the Step 1 grievance response is unsatisfactory to the griever, a designated Union Representative and the Human Resources Department or his designee within five (5) days of the Step 2 response will meet and attempt to settle the grievance to the parties' mutual satisfaction. If no resolution is reached within five (5) days of the meeting either party may submit the grievance for arbitration. The party requesting arbitration must inform the other party in writing within ten (10) days of the Step 2 meeting of its intention to submit the grievance for arbitration.

- 8.04 The time limits expressed in this Article and Article 9 shall be exclusive of Saturdays, Sundays, the Holidays listed in Article 13 of this Agreement and the scheduled days off contained in the grieving employee's weekly bid. Time limits may only be extended upon written agreement between the Company and the Union.
- 8.05 In the event the initiator of a grievance fails to follow the procedures and time limits contained in this Article, the grievance will be deemed to be forfeited and abandoned.
- 8.06 Where the recipient of a grievance fails to respond within the time limits prescribed in this Article, the grievance shall advance to the next step in the process.

8.07 Only the Company or the Union can advance a grievance to arbitration.

## **Article 9 - ARBITRATION**

9.01 If the parties fail to settle a grievance in accordance with the provisions contained in Article 8 and the party referring a grievance to arbitration does so within the prescribed time limits contained in Article 8, the grievance may be referred to a single Arbitrator. The notice referenced in Article 10 which informs one party of the party's intention to advance a grievance to arbitration must also contain the names of three (3) possible Arbitrators to be considered as the single Arbitrator. The party receiving the notice for arbitration will have ten (10) days to either agree to one of the proposed Arbitrators or propose three (3) possible Arbitrators of its own; the parties will then have ten (10) additional days from the time this list of potential Arbitrators is provided to either select an Arbitrator from the two lists submitted or any other Arbitrator which the parties may agree upon as Arbitrator. If the parties do not agree on an Arbitrator within this ten (10) day period, either party may request an Arbitrator be appointed in accordance with the Alberta Labour Relations Code, as amended.

9.02 To render a decision, the Arbitrator is bound by the provisions of this Agreement and has no right to amend, change, modify or add any Section or Article to this Agreement. An Arbitrator's decision must not be contrary or inconsistent with the Agreement's dispositions or award damages not specifically contained in the Agreement.

9.03 The Arbitrator's decision shall be final and binding on the parties to the dispute.

9.04 Each of the parties will equally bear the expenses of the Arbitrator.

## **Article 10 – HOURS OF WORK**

10.01 The Company and the Union recognize that business requirements may necessitate a change to daily shift configurations. In the event that the Company contemplates a shift in excess of eight (8) hours per day, the Company agrees to meet with the Union to negotiate implementation of the change.

Unless otherwise mutually agreed, the hours prescribed shall not exceed 8 hours daily and 40 hours weekly, on five days per week.

Because poultry receipts and demand for the Company's products vary from season to season and from day to day, the Union agrees that it may at times be necessary to exceed or to reduce these basic hours of work.

The scheduled starting and quitting times may be altered from time to time as required for the efficient operation or improvement of the business. The Company, however, agrees that, except by mutual consent, employees will be entitled to 24 hours' notice of a schedule change. If a schedule is changed without sufficient notice, the employee will be paid one and one-half (1½) times his regular rate for

all hours worked outside his previous schedule until the expiry of the required notice.

The Company shall endeavor to provide employees with as much notice as reasonably possible of a schedule change.

**10.02 Overtime Provisions.** The Company agrees to pay one and one-half (1½) times their regular hourly rates for all hours employees are required to work in any day in excess of the number of hours prescribed in the schedule for the day.

When a full-time employee is instructed to report before his scheduled starting time, the Company agrees to pay to such employee one and one-half (1½) times his regular rate for any hours he may be required to work before his scheduled starting time.

If by necessity an hourly-rated employee is required to work in excess of ten (10) continuous hours, he shall be paid double his regular rate for such additional hours.

There shall be no accumulating of overtime premiums for the same hours worked, but the highest premium shall apply.

When overtime work is required and there are more employees at the end of the shift than are required to perform the overtime work, employees may request to be excused from the overtime provided there are enough employees with the required skill to perform the work. In the event approval is granted, it shall be done in the order of seniority.

When overtime work is required in the production area on regularly scheduled days, employees will be given the

opportunity to sign a department seniority list indicating their desire to work overtime. Overtime will be granted in the order of seniority, provided they possess the skill and ability to perform the work.

In the event that there are insufficient employees, appointment will be in the order of reverse seniority, provided that they have the skill and ability to perform the work.

The company recognizes there may be some instances where overtime may cause undue hardship and will exercise discretion.

Scheduled weekend overtime will be offered plant wide, and will be granted in order of seniority provided that the employee has the skill and ability to perform the work.

Upon ratification and yearly thereafter, the Company will provide the Union with a list of departments to be used in the application of overtime work. The Company will notify the Union of any changes to the list prior to implementation.

### **10.03 Sunday Work.**

The company agrees to pay double the regular hourly rate for work performed on Sunday except for those whose work regularly falls on Sunday. If an employee's regular day off, in place of Sunday falls on a week day, he shall be paid double time (2X) for hours worked on such a day. Where an employee normally works Sunday and has two week days off, the second day shall be considered to be the day in place of Sunday.

- 10.04 Reporting Allowance. An employee called to work and who by reason or other cause for which he is not responsible, is dismissed for the day, shall receive for that day at least four (4) hours' pay at his applicable
- 10.05 a) Emergency Call-in. Any production employee who after leaving the Company's premises is specially called in at any time outside his normal working hours shall be through when the emergency is over, but shall, nevertheless, be paid for a minimum of four (4) hours at his regular rate for the time spent on the emergency work outside of his scheduled hours.
- b) Maintenance Emergency Call-in. When a maintenance employee is called into work because of a breakdown or an emergency at other than his regular scheduled hours, once the emergency has been rectified to the manager's satisfaction the employee will be given authorization to leave the plant and he will be paid a minimum payment equivalent to four (4) hours pay at his applicable rate.
- 10.06 **Maintenance Schedules.** It is the intention of the Company to schedule coverage at the plant over seven (7) days a week, twenty-four (24) hours a day. Various schedules will be required and it is agreed that maintenance employees will be scheduled and required to work same on a weekly shift rotation. The parties have agreed that the Company may schedule maintenance employees on any five(5) consecutive days of the calendar week, with a two (2) day break between both work weeks, at regular rates of pay.

The parties further agree to meet during the term of the agreement to discuss the implementation of shift schedules which would be in excess of eight (8) hours per day.

**10.07 Lunch and Rest Periods.** The Company agrees to grant rest periods on the following basis:

- one rest period if the working time of the shift exceeds 2½ hours.
- two rest periods if the working time of the shift exceeds 6½ hours.

The Company and the Union agree the above time periods are for the purpose of determining the number of time periods only and are not necessarily intended to indicate the time at which the rest period will be granted. The Company will strive to maintain consistent rest periods where production and operational needs allow. In the event of an interruption in production, the scheduled breaks may be altered and will be communicated at the time of the interruption.

Employees will be granted a rest period in overtime provided the overtime shift exceeds two and one-half (2½) hours after the return from the second meal period.

Breaks may be combined by mutual agreement.

The Union agrees that, except in cases of personal necessity, employees shall not ask for additional time off during the working day. The Union agrees that rest periods are a privilege and must not be abused.

**10.08 Meal Allowance.** Except for infrequent occasions, it is agreed that employees shall not be required to work more than five (5) hours without a meal period. If employees are required to work in excess of two hours after the scheduled quitting time, or in excess of ten (10) continuous hours, the Company will provide a meal.

If work continues for five (5) hours beyond the first meal allowance, another meal will be provided.

Employees, if required to work in excess of five (5) hours on non-scheduled days, (not to include paid public holidays falling on scheduled work days), will be provided with a meal.

Where the Company does not provide a meal as required above, a cash equivalent in the amount of eight dollars (\$8.00) will be added to his/her net earnings for that fiscal week.

**10.09 Weekly Guarantee.** The Company agrees to guarantee hourly-rated employees hired prior to November 17, 2017, in every two weeks of employment 67 hours pay at regular subject to the following provisions:

- a) The company shall at its discretion adjust gangs in proportion to the work available or expected. To provide employees with their weekly guarantee, the Company shall be free to distribute work within departments and to transfer employees from one department to another, reasonable consideration being given to ability and seniority.

- b) The guarantee shall be reduced by pay for the number of hours for which an employee is not eligible for payment of wages. This will include tardiness or absence from work on any day or part of a day, quitting or hiring during the week, being engaged in a stoppage of work, suspension or dismissal or being on lay-off.
- c) The guarantee shall be the same in weeks in which the paid public holidays occur as in other. Pay received for public holidays shall be regarded as part of the guarantee.

If holidays other than the agreed public holidays are observed by agreement or as required by law, the guarantee in such weeks shall be reduced by the number of hours not available for work.

- d) When there is a shortage of work within the production area, and no other operational needs exist, employees will be given the opportunity to sign a department seniority list indicating their desire to leave prior to the end of their scheduled shift. Election to leave early will be granted in the order of seniority, provided that those employees remaining possess the skill and ability to perform the work.

Those employees who elect to leave early will have their weekly guarantee reduced by the number of hours they elect not to work.

- e) In consideration of the foregoing, the Company expects and the Union agrees that employees will perform

whatever tasks may be assigned to them conscientiously.

- f) It is agreed that when scheduling work the normal work week will be considered as forty (40) hours per week for Full Time employees.

The weekly guarantee is considered to be the minimum number of hours payable and it is not the intent of the Company to schedule the guaranteed hours as a maximum number of hours.

When the number of available hours is reduced the Company will make reasonable effort to allow senior employees the opportunity to maximize their scheduled hours including the adjustment of staff levels and/or gang adjustments, provided the employee has the skill and ability to complete the task.

**10.10 Injury Shift Guarantee.** An employee injured while working in the plant shall suffer no loss of earnings for the hours he would have worked but were necessarily lost on the day in which the accident occurs and/or the first subsequent absence within one week of the date of the accident, if, as a result of such injury, he is sent home or to the hospital or for medical attention on instruction from the Medical Department, but if such is not possible then by a Company Representative. Amounts received under Workers' Compensation for such injury shall be deducted from benefits due under this section.

**10.11 Off Shift Premiums.** The Company agrees to pay a premium of sixty cents (\$0.60) per hour to all full-time hourly

rated employees for work performed on a regular shift if five (5) or more of their scheduled hours fall between 4:00 p.m. and 5:00 a.m. This premium shall not be considered as part of such employees' basic rate.

- 10.12 Saturday Premium Full time employees whose schedule calls for work on calendar Saturdays shall be paid one and one half (1 ½) times their regular rates for all scheduled hours worked on such days and these hours shall be considered as scheduled hours at regular rates for the purpose for the guarantee as set out in Article 10.09. This premium shall not be considered as part of such employees' basic rates.
- 10.13 Sunday Premium. Full time employees working on shifts regularly scheduled to commence prior to 8:00 p.m. on calendar Sundays shall be paid one and one half (1 ½) times their regular rates for all scheduled hours worked on such days and these hours shall be considered as scheduled hours at regular rates for the purpose of the guarantee as set out in Article 10.09. This premium shall not be considered as part of such employees' basic rates.
- 10.14 Weekend Premiums. The above premiums in Article 10.12 and 10.13 shall not apply to those employees in the Maintenance and Sanitation Departments whose basic work week consists of five consecutive days of eight (8) hours each, with a two (2) day break between work weeks, and for those employees whose shift continues into Saturday.

The two (2) day break shall be treated as a Saturday and Sunday. The day observed as Saturday shall be paid at

time and a half (1.5X) for hours worked on such a day and Sunday shall be paid as per Article 10.3

## **Article 11 - WAGES**

11.01 Employees will be paid in accordance with the wage classifications as set out in Appendix “A”, which is attached to and forms part of this Agreement.

## **Article 12 - SENIORITY**

12.01 **Definition of Seniority.** Subject to the provisions of this Article, “seniority” shall mean accumulated service. **For the application of Articles 12.03, 12.05, 12.08, 12.09, 12.10 and 12.11 the date of hire will be used in place of seniority.**

12.02 **Probationary Period.**

For 500 hours after being hired, new employees shall be regarded as employees on probation and shall have no seniority. After 500 hours service they shall become employees with seniority and shall receive credit for seniority from the date of their employment. Through mutual agreement, the Employer and Union may agree to extend an employee’s probationary period.

For all maintenance employees the probationary period will be 1000 hours. Through mutual agreement, the Employer and Union may agree to extend an employee’s probationary period for up to an additional 1000 hours.

Should the Company be in a position to discipline a probationary employee, a steward will attend the disciplinary meeting, and a copy of the disciplinary letter will be provided to the employee and the local Union office. The decision of termination of a probationary employee will solely be held by the Company.

- 12.03 In the event of a lay-off, the Company will reassign affected employees by plant seniority, provided the remaining employees possess the demonstrated skill, ability and qualification to perform the work.
- 12.04 The Employer will give each employee notice of layoff or pay in lieu of notice of layoff as per the Alberta Employment Standards code.
- 12.05 **Order of Recall.** When increasing the work force, employees who have been laid off for less than one (1) year will be in order of seniority provided they can perform the work satisfactorily.
- 12.06 **List on Lay-off and Recall.** The names of employees to be laid off or recalled will be available to the Union on the same day the employees are notified or on the day prior. A list of the names of such employees shall be forwarded to the Union within one working day of the notification.
- 12.07 **Job Postings and Vacancies.** All permanent and temporary positions (expected to last more six (6) months) within the bargaining unit shall be posted. The Employer will also post an expression of interest for training opportunities for relief coverage

Job Postings and expressions of interest are to be posted for a minimum of seven (7) days.

Postings shall be awarded based on seniority as long as the employee has the necessary qualifications and present skill and abilities as outlined in the job posting. Training opportunities will be made available to current employees by seniority and current requirement of the business.

All successful applicants will be on a trial period (up to a maximum 6 weeks).

Employees may only successfully post into a maximum of two (2) posted vacancies per calendar year.

Prior to the commencement of or during an approved Leave of Absence or vacation, an employee may submit in writing to be considered for specific job postings which may occur while the employee is away. An employee will receive equal consideration for a specific job posting upon their return from Leave of Absence or vacation, which must be within five (5) weeks of the posting date.

- 12.08 **Absence Due to Accident or Sickness.** If an employee is absent from work, because of accident or sickness, he shall accumulate seniority while off work up to the time limits corresponding to seniority as set out in Section 11, Allowable Breaks, and shall be returned to the job previously held or to a job carrying a rate equal to that previously held subject to seniority, provided he can perform the required work satisfactorily. If the employee would not otherwise have retained his previous job and is

not placed on a job carrying an equal rate of pay, he shall, subject to seniority, be placed on a job he can satisfactorily perform. After the expiry of the time limits, the employee shall cease to accumulate seniority but shall, nevertheless, be reinstated as outlined above, subject to seniority, provided he can satisfactorily perform the required work if he returns from the absence within a period equivalent to his length of service up to a maximum period of two years. If the employee is unable to return from the absence within the Allowable Break time limits, and is not participating in the return to work plan provided by their care, the employee's seniority shall cease and employment terminated. Application for reinstatement after the expiry of the allowable period shall be considered on its merits

- 12.09 **Lay-off and Recall While Sick.** Employees who are absent from work due to accident or sickness and are laid off shall not accumulate seniority while on lay-off. Employees recalled but unable to return because of accident or sickness shall accumulate seniority for such time as they would have worked up to the time limits corresponding to seniority as set out in **Section 12(d), Allowable Breaks**. Seniority accumulation shall not exceed a cumulative maximum equal to that of an employee who is not laid off during his/her period of sickness or accident.
- 12.10 **Seniority List for Union.** Seniority records shall be maintained by the Company showing the places on the seniority list of all employees. This list shall be accessible to the Union. Upon completion of this Agreement and at quarterly intervals thereafter, or as otherwise agreed, the Company shall deliver to the Union a list of all employees with seniority, in order of their seniority. In addition, once

during the term of this Agreement the Company will deliver to the Union, a seniority list covering all employees with seniority. The names and service of probationary employees will be added to these lists.

In periods when it is anticipated that employees with seniority may be affected by lay-offs, the Company will provide the Union with an updated seniority list that includes probationary and part-time employees.

**12.11 When Seniority Lost.** The seniority of an employee shall be considered broken, all rights forfeited and there shall be no obligation to rehire when he:

- a) **Voluntarily Quits.** Voluntarily leaves the service of the Company, is dismissed for cause, or retires.
- b) **Fails to Return on Recall.** Fails to return to work when recalled or cannot be located after reasonable effort on the part of the Company. The Employer will attempt to contact the employee by phone (last known number), followed by a mailed letter to the employees at the last known address of the employee, shall constitute a reasonable effort on the part of the Company, and if within 48 hours of such notice, the employee fails to report for duty, or to advise the Company that he will report within two weeks or such longer period as agreed and fails to report on the agreed required date, the Company shall be entitled to assume that the said employee has voluntarily left the Company's employment. Where it is necessary to secure workers at notice of less than 48 hours, the Company, if unable to make contact with the senior eligible employee, may

recall the next senior eligible employee and so on down the list until the vacancy is filled. Employees rehired under such circumstances shall retain the positions to which they are appointed but provided the employees with whom the Company was unable to communicate in time, later within 96 hours advise the Company of their desire to return to the Company's employment, they shall be eligible for recall on the next occasion of a vacancy in a position for which they possess the required ability.

- c) **Election to Decline Recall.** An employee with seniority may decline recall within the one (1) year recall period, when there are other employees eligible for recall who can satisfactorily perform the required work and report for work when required, subject to the following provisions:
- 1) If all those so eligible decline to report, the junior eligible employee will return to work or be considered as having voluntarily left the Company's employment.
  - 2) Subject to (3) below, an employee who has declined recall will not be eligible for recall nor is the Company obligated to contact him/her until the occasion of the next recall after he informs the Company in writing that he is available to report for work.
  - 3) When no other employees who can satisfactorily perform the required work are eligible for recall the junior eligible employee will report when recalled or be considered as having voluntarily left the Company's employment.

- d) **Allowable Breaks.** Has been out of the Company's employment in excess of allowable breaks defined below:

Length of Employee's Service Allowable Break

- Over 3 months to 6 months - Time equivalent to one-half his length of service.  
Over 6 months - Time equivalent to length of service up to two years.

An employee who returns to work within the time of an allowable break shall retain the seniority he had at the time he was laid off, but shall not accumulate additional seniority during the period of lay-off. However, credit for days worked as a part-time or casual employee will be added to the seniority he had at the time of lay-off, after being recalled to full-time employment.

- e) **Absent Without Permission.** Is absent from work without permission for three (3) consecutive working days without furnishing an explanation acceptable to the Company.

12.12 **Rehire of Employees.** An employee with over 3 months' service, if laid off and later rehired within one year, shall receive credit for his past service.

12.13 **Rehire of Probationary Employees.** Probationary employees, if laid off and later rehired will be given credit for past service, if they complete the probationary period within nine months, from their original starting date.

**12.14 Provisions for Trainees.** Employees whom the Company is training to fill non bargaining unit positions may be employed or retained in employment in plant operations irrespective of the seniority provisions of this Article. The Union shall be advised in writing of such appointments. Except by agreement with the Union, such appointments shall not exceed 2% of the total number of employees covered by this contract. While the total number of employees remains less than 100 in number, the number of such appointments shall not exceed one person. Trainee positions are outside of the bargaining unit.

Where an employee is offered a position outside the bargaining unit, and less than six (6) months time has expired, the employee can choose to return, or the employer can require the employee to return, to the bargaining unit, within their previous department with no loss of seniority. If the employee returns to their department within six (6) weeks from the first day as a trainee, the employee shall return to their previously held position. This provision is restricted to be used only once by an employee during their employment with the Employer.

**12.15 Seniority List.** The current list of departments is as follows:

1. Live Receiving - AM and PM
2. Evisceration - AM and PM
3. Pack Floor - AM and PM
4. Shipping/Receiving
5. Sanitation
6. Maintenance
7. Support Services (ex. laundry/housekeeping)

The Company agrees to provide the Union with a departmental seniority list when requested.

The Company has the ability to create additional departments or delete or amend departments during the life of this agreement, after discussion with the Union.

### **Article 13 – GENERAL HOLIDAYS**

13.01 General Holiday Pay. The Company agrees to pay all regular hourly rated employees 8 hours' pay at their regular rates whether they work or not, for each of the public holidays set forth below:

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

and all other General Holidays proclaimed by the Federal; Provincial or Municipal Governments,

The Company agrees to schedule and post the observed General Holiday schedule annually, commencing the first full week in February.

13.02 **Sick Pay and Compensation in Holiday Weeks.** The Company agrees to pay to an employee with seniority who would otherwise qualify for holiday pay under 13.01 above

but who is receiving sick pay or Workers Compensation, the difference between sick pay or Workers Compensation, as the case may be and eight hours' pay at his regular rate, as long as he continues to receive sick pay or, if on compensation, for holidays occurring during the first 13 weeks of such absence.

### **13.03 Work On Agreed General Holidays.**

- a) The holiday shift for other than day-shift workers will be observed as that shift they would normally have off work when the plant is closed to observe a holiday.
- b) Hourly-rated employees who are required to work on any of the days observed as holidays in Article 13.07, shall receive in addition to any holiday pay to which they are entitled, double his regular rate for all hours worked on such days.
- c) **Absence - General Holidays.** Employees absent on the work-days next preceding or next following any public holiday shall not be entitled to pay for such holiday unless the absentee received permission from the Company to be absent or was absent because of sickness or for other good cause arising from circumstances beyond his control. The Company will advise the Union of such deductions.

## **Article 14 – VACATIONS**

14.01 The vacation season is April 1 - March 31. Vacation is calculated to April 1st. Vacations will be based on service

computed to April 1st in the year in which the vacation is to be taken, on the following basis:

- a) **Vacation Scale.** Employees with less than five years' service will receive a vacation with pay in accordance with the regulations of the Province of Alberta. Thereafter vacations will be granted as follows:

After 5 years' service . . . . . 3 weeks  
After 10 years' service . . . . . 4 weeks  
After 20 years' service . . . . . 5 weeks  
After 25 years' service . . . . . 6 weeks

- b) **Method of Calculating Vacation Pay.** Vacation pay for each week of vacation for hourly- rated employees shall be the normal weekly hours at the regular hourly rate, provided that this amount will be reduced by one fifty-second (1/52nd) for each week of absence except absences which are:

- 1) With permission up to 30 days annually;
- 2) Due to sickness up to 30 days annually or such longer periods as an employee may be entitled to Employment Insurance sickness benefits;
- 3) Up to six months due to a compensable accident.

- c) **Completion of Required Service.** 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.

**14.02 Vacation Season.** Vacations may be granted any time subject to the demands of the business, but the Company will make a sincere effort to grant vacations at times requested by employees. Senior employees in each department shall be given preference. Employees eligible for vacation shall be notified of their vacation periods as far in advance as possible.

It is understood that the Company' ability to grant vacation will be subject to the demands of the business. Ten percent (10%) vacation allowance per department will be permitted. Where possible, at the sole discretion of the Company, in excess of 10% will be allowed. Vacations must be taken as booked.

**14.03 No Carry Over of Vacations.** Every employee shall take his vacation in the vacation season in which he becomes eligible for it. Vacation periods shall not be accumulated from year to year. Unused vacation will be paid out at the end of the vacation season (March 31).

**14.04 General Holiday in Vacation.** If a paid public holiday falls within the employee's vacation period, the Company will, at its option, either allow the employee concerned a compensatory day's holiday with pay or make payment as provided in Article 13.

## **Article 15– VACATION SCHEDULING**

**15.01** This will confirm the understanding between the Company and the Union with regard to the scheduling of vacations.

Should the Company require a change to the configuration of the pack floor department, a meeting will be convened with the Union to discuss whether this article requires amendment as a result of the change.

For all department vacation scheduling the following will apply:

Prime Time is defined as:

- Commencing the second full week in June through to the first full week of September; and
- Commencing the first full week before Christmas through to the first full week after Christmas.

No later than January 1<sup>st</sup> in each year of the Collective Agreement the Company will meet with the Union to inform them of the exact dates as above and will post a notice informing employees of these dates.

Employees may schedule up to 3 weeks in Prime Time as per their seniority.

Provided that the Company can accommodate such requests, once every four (4) years, an employee may use all their vacation entitlement scheduled by seniority, during Prime Time on the condition they are traveling out of the country;

- Proof of tickets must be provided to Company;
- Misuse of this option is subject to disciplinary action;

- If for any reason the trip were cancelled, the employee's vacation would be adjusted to 3 weeks in Prime Time and the remainder scheduled to another available time.

For the purposes of calculating 10%

1.5 = 1 person away

1.6 = 2 persons away

When a new employee schedules vacation, they can only schedule during Prime Time if it was not booked. For example, if the time is open as a result of someone quitting, they may not select it. If it is available because it was never booked, they may select it.

Vacation will be booked all at once. Vacation may not be swapped or traded among employees.

Employees scheduling vacations in a week when a statutory holiday falls will be able to schedule these days in lieu by seniority once all department vacation is booked.  
(Article 14.04)

The parties recognize that special circumstances may arise after an employee has booked their vacation. Special circumstances would be defined as urgent and unplanned. Should this type of situation arise, the Company and Union will meet to consider such request and may mutually agree to grant it.

Vacation booking will take place the first full work week in February beginning with the most senior employees. The Company will post a reminder three (3) weeks in advance

that the vacation booking process will commence. Once canvassed, the employee will have two (2) full working days to provide their vacation selection. If the employee has not selected within two (2) full working days, the canvassing will continue with junior employees. It will be incumbent upon the bypassed employee to contact the Company to book their vacation based on the available open dates at the time their selection is submitted.

The Company will contact employees to book vacations in the following manner:

- In person in the plant
- One attempt by telephone (if not in the plant)
- One attempt by email (if provided)
- Employees will have two (2) working days to reply to HR

When vacation is requested by an employee outside of the Vacation Season Scheduling Period, the Employer respond within 7 calendar days to the employee as to whether or not the request will be granted.

## **Article 16 – BEREAVEMENT PAY**

16.01 **Bereavement Pay.** Employees who have completed the probation period, and upon the death of an immediate family member shall receive twenty four (24) hours of regular pay to allow for grieving, provided that the employee takes the allotted 3 days off.

For the purposes of this clause, immediate family shall be as follows: spouse, daughter, son, mother, father, sister,

brother, mother-in-law, father-in-law, grandparent and grandchild.

In the case of sister-in-law, brother-in-law, step-parent, step-child, son-in-law, and daughter-in-law, the employee is entitled to eight (8) hours of regular pay to allow for grieving, provided that the employee takes the allotted day off.

The Company may require the employee to furnish proof of death. The above leave must be taken within thirty (30) days of the relatives death.

Further un-paid time off may be granted at the sole discretion of the Employer.

## **Article 17 – LEAVES OF ABSENCE**

17.01 **Leave of Absence.** Subject to the exigencies of the business, leave of absence without pay up to six months may be granted by the Company on the written request of an employee, provided the reasons stated in the application are sufficient. If leave of absence is granted, the employee shall be advised in writing with a copy to the Union. During an approved Leave of Absence at 17.1, 17.2, 17.3, 17.5 and 17.6 an employee's seniority will not be affected.

When planning activities for which a Leave of Absence is anticipated, an employee is expected to make maximum use of vacation schedules to which they are entitled. Absences should be planned as far in advance as possible.

The granting or withholding of Leave of Absence shall be at the discretion of the Company, however, such approval will not be unreasonably withheld.

- 17.02 **Temporary Leave of Absence for Union Business.** Leave of absence for the purpose of attending Union schools, conventions, conferences, or negotiation of this Agreement shall be granted by the Company on a written request from the Local Union subject to the following conditions: Employees, not more than two (2) or as otherwise agreed, at any time, chosen by the Union shall be granted leave of absence not exceeding thirty (30) days providing that the absence of each such employee shall not unreasonably affect the operation of the Company. The Union shall give the Company written notice of not less than two (2) days before the requested leave is to commence. A request for an extension of a leave of absence must be made prior to the expiration of the leave already granted and will be considered in relation to existing conditions.
- 17.03 **Leave of Absence for Public Office.** Employees who are elected to municipal government, the Provincial Legislature, or the Parliament of Canada, shall, upon establishing need for same, be granted leave of absence without pay for a period not to exceed five (5) years. Within one month's notice of their desire to return to work with the Company, such employees shall, subject to their seniority, be placed in the position previously held or one at an equal rate, retaining the seniority possessed at the time such leave of absence was granted.
- 17.04 **Paternity Leave.** An unpaid leave of one day shall be granted to an employee on the occasion of the birth of a child

which occurs on the employee's regular work day. A leave will not be granted if the birth occurs while the employee is away from work, on a Statutory Holiday or on his annual vacation.

**17.05 Jury Duty Allowance.** An employee summoned to appear or required to serve jury duty or one who has been served with a subpoena to appear as a witness, shall be paid the difference between what he would have earned for his/her scheduled hours at his/her paid rate and the court fee received. Employees should notify their foreman as soon as possible after receipt of notice of selection for jury duty or subpoenaed to appear as a witness. The Company may require the employee to furnish a certificate of service from an officer of the court before making any payment under this section. The employee will come to work during those regular hours that he is not required to attend the court.

#### **17.06 Protected Leaves**

Employees may make application for the following leaves of absence without pay: Compassionate Care Leave, Long-Term Illness and Injury Leave, Death or Disappearance of a Child Leave, Critical Illness of a Child Leave, Domestic Violence Leave, Maternity Leave, Parental Leave, Personal and Family Responsibility Leave and Citizenship Ceremony Leave. Applications for such leaves shall be considered by the Employer as per the requirements in the *Alberta Employment Standards Code*.

## **Article 18 – CLOTHING**

18.01 Launderable outer work clothing, oilskin aprons, oilskin sleeves, gloves, hair nets and head covering specified by the Company as required for work will be supplied to employees. Such clothing remains the property of the Company and, except with permission, shall not be removed from the Company's premises and must be returned for new issue or upon separation of the employee. Clothing not returned within worn to or upon separation will be paid for by the employee. The Company will make the necessary arrangements for the laundering of such clothing. Rubber boots specified by the company as required for work will be supplied to employees at cost. Such replacement boots remain the property of the Company, except with permission, shall not be removed from the Company's premises and must be returned for new issue or upon separation of the employee.

**Safety Footwear** –Maintenance, Yardman, Shipping and Cooler employees with more than 6 months' seniority, who purchase safety foot ear for use on the job, shall receive an allowance of up to \$250 toward such purchase. Employees with less than six (6) months' seniority. For a subsequent purchase, employees will again become eligible for this allowance one year form the date of their previous purchase under this provision. Production employees, who wish to purchase footwear in lieu of rubber boots, shall be reimbursed up to \$100.00 under this provision.

**Tool Allowance** –, All tradespeople of the Maintenance Department, after six months seniority, shall receive an allowance of up to \$200 per contract year for the

replacement of tools which are broken or worn out on the job. This allowance may also be used for the purchase of new tools required by the employees to maintain new equipment or to employ new techniques.

Service Technicians, after six (6) months seniority, shall receive an allowance of up to \$75 per contract year for the replacement of tools in relation to assigned job duties where the Company has approved and been provided purchase receipt.

## **Article 19 – SAFETY**

19.01 The Company and the Union agree that health and safety is a priority in the workplace and as such the Company will make reasonable provisions for the health and safety of all its employees. Safety is, however, a responsibility to be shared by all and employees are encouraged to bring forward their ideas to improve health and safety.

Health and safety initiatives are varied and will involve all levels of the organization. They include but are not limited to:

### **1) Joint Worksite Health & Safety Committee**

There shall be a joint health & safety committee comprised of up to six (6) members appointed by Management and up to six (6) members appointed by the Union. Meetings will be held monthly on Company time with the role of the chairperson alternating between the Union and Management. A schedule of JHSC meetings will be provided to committee members and their supervisors, the HR Manager, and the local Union

representative. In the event the member of management or the Union member acting a chairperson is not available, they must notify the Human Resources Manager who will ensure the meetings occur on a monthly basis. Minutes will be posted in the lunchroom within three (3) days of the meeting.

2) **Modified Work Program**

The Company understands that employees may suffer both financial and psychological hardship when they are unable to perform their regular job duties. To assist employees in eliminating or reducing the effects of injury/illness, the Company provides a modified work program. Each employee will be assessed on an individual basis, and every effort will be made to find duties suitable for his needs. All injured/ill employees are expected to report for work and participate in the modified work program when medical evidence supports their ability to do so.

- 3) The assignment of an employee to modified work shall be the subject of mutual agreement between the Company and the Union. The parties agree that a modified work program (MWP) will be maintained and the purpose of the program is to return the employees to full productive sustainable employment that adds value to the organization, and to assist the employee to return to work in a safe and healthy atmosphere as soon as possible following, both occupational and non-occupational injury or illness. In order for the MWP to be successful, all parties must fully participate in the program and return to work initiatives. The Company and the Union agree to the following process:

The Company and the Union will identify a minimum of three (3) persons each and jointly train these persons for the purpose of placing employees on modified duty. These trained representatives will form the Committee which shall comprise of an equal number of representatives from each side.

The above Committee will be responsible for placing injured or ill employees in the appropriate jobs.

### **Employee Responsibilities:**

- 1) To provide the Health Centre with timely and specific medical restrictions.
- 2) To cooperate fully with the program and by participating in medical treatment as prescribed by the medical practitioner within Canada, or skill and ability testing as required by the Company.
- 3) Employees absent from work due to an injury or illness must maintain bi-weekly contact with the Health Centre.
- 4) Obligated to communicate any concerns with the position or placement to the Committee.
- 5) Employee must notify the Health Centre of return to work date as soon as possible.

## **Company Responsibilities**

- 1) If the list of job duties have been modified to suit a disabled worker and the worker no longer requires the job, it may revert to its former composition as determined by the Company
- 2) Where the Company requests further medical clarification such costs will be borne by the Company.
- 3) Where the employee is not progressing as expected, and the accommodation period has become prolonged the Company, at its discretion, may request an Independent Medical Examination (IME) and/or a Functional Capacity Evaluation (FCE) to determine if an alternate course of action is needed. The Union and the Company will develop a list of physicians and/or occupational Therapy Clinics to provide the IME or FCE.
- 4) The employee' physician may select from the list provided or may refer the employee to a physician and/or Occupational Therapy Clinic of his/her choosing, and the Company will cover the costs that are reasonable and customary provided the original FCE report is received by the Company.
- 5) If an employee in the program is able to perform regular duties as determined by the medical information, he shall be removed from the program and returned to pre-injury/pre-illness duties.

## **General**

- 1) The Committee will determine as required in conjunction with the medical community, the capabilities of the employee to perform the job.
- 2) Overtime on a modified job will be offered where the employee assigned the work is capable of working their entire regular daily/weekly shift, and where the Company has a requirement for the work, and where the employee's capabilities permit the employee to perform the work on overtime (except where the WCB does not permit the overtime).
- 3) Modified jobs can be changed, eliminated or suspended by the Company at any time after discussion with the Committee.
- 4) Employees in the program may only be displaced by other employees in the event of a layoff.
- 5) An employee will become part of the MWP when they require accommodation.

## **Article 20 - BENEFITS**

- 20.01 The Employer will pay up to a maximum of two hundred dollars (\$200) of the premium costs towards the Benefit Service Plan, administered by the CLAC Health and Welfare Trust Fund for each employee who works a minimum of twenty four (24) hours a week and participates

in the plan. The employees will pay a minimum of one (1) dollar a month towards the premium costs. The employees will be responsible for any further increases to the plan over the two hundred dollars (\$200) per eligible member per month.

- 20.02 Employees will be automatically enrolled in the CLAC Benefit Service Plan following 3 months of service, unless the employee proves they have other coverage where they shall be exempt for the Dental and Extended Health sections only.
- 20.03 The Employer shall remit premiums to the CLAC Western Health & Welfare Trust Fund once a month, for the insurance coverage outlined herein, subject to the conditions stated in the insurance policies.
- 20.04 The Employer will provide a list of Employees participating in the CLAC Benefit Service plan along with monthly remittances to the CLAC Western Health & Welfare Trust Fund.
- 20.05 It is understood that agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans, and that neither the Union nor the Employer, has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this agreement.

- 20.06 In the event of a change in status from full time or part time to casual, or vice versa, Benefit payments shall be changed accordingly.
- 20.07 The Employer's liability is limited to the monthly premiums as set out in 20.01.
- 20.08 **Alberta Health Care.** Effective the first day of the month following ratification, the Company will pay the Alberta Health Care Premiums.

Such premiums will be payable for all full time employees covered by this agreement, effective the first of the month coincident with or next following the completion of six months' service.

The Company will pay the required premiums in the month in which an employee is laid off, and will resume payments commencing with the premium required for the month following the date of recall from lay-off. The Company will not be responsible for any other premiums required for the period of lay-off.

## **Article 21 – PENSION PLAN**

Employees hired after ratification and employees not enrolled in the pension plan at the date of ratification will participate in the CLAC defined contribution pension plan when eligible. Employees participating in the pension plan sponsored by Maple Leaf Foods Inc. (MLF pension plan) at the date of ratification will have a one-time irrevocable choice to continue participation in the MLF pension plan or start

contributing to the CLAC defined contribution plan. A three-week election period will be provided in 2018.

21.01 The Christian Labour Association of Canada (CLAC) Pension Plan (“the Plan”), a registered defined contribution pension plan governed by the CLAC Pension Plan Board of Trustees, and registered with the Canada Revenue Agency under #0398594, applies to employees covered by this Collective Agreement who were not part of the MLF pension plan at the date of ratification or employees who elect to become part of this plan who were formerly part of the MLF pension plan.

21.02 All permanent full-time hourly employees will be required to join on the first pay period after completing 2 years of continuous service, the waiting period.

All Part-time hourly employees are required to join on the first pay period after completing 2 years of continuous service, the waiting period, and; in each of the two previous calendar years, have earned at least 35% of the YMPE.

21.03 Employer Match: Each pay period, employees will be required to contribute two and a half percent (2.5%) of their regular earnings, excluding bonuses, overtime, benefits and premiums. For each employee who makes a contribution to the Plan, the Employer agrees to contribute an Employer contribution equal to two and a half percent (2.5%) of the employee’s regular earnings, excluding bonuses, overtime, benefits and premiums. These contributions will be remitted to the applicable CLAC Remittance Team. Employee and

Employer contributions cease effective August 31<sup>st</sup> of the year in which the employee reaches the age of restriction.

- 21.04 Employee Voluntary Contributions: The Employer agrees to deduct, by way of the payroll deduction, and remit to the applicable CLAC Remittance Team, employee voluntary pension contributions which are above and beyond those contributions outlined in Article 21.03. A request for such deductions shall be submitted to the Employer on an Employee Voluntary Contributions form, on file with the Employer. A copy of the completed form shall be sent to the CLAC Retirement Team along with the first remittance of such voluntary contributions.
- 21.05 All pension contributions received shall vest immediately in the employee's account on whose behalf the deposit was made. The Employer's contributions to the Plan will be non-refundable to the Employer once received by the applicable CLAC Remittance Team except where adjustments are required due to administrative remittance errors.

## **Article 22 – PLANT CLOSING**

- 22.01 When it becomes necessary to close the plant, and it is not expected that those affected will be re-employed, a separation allowance will be paid to those employees, subject to the following:
- a) They have one or more years' seniority.

- b) They are actively employed with the Company and accumulating seniority or have been laid off within the thirty-day period preceding the date of notice of closing. Employees on leave of absence up to one year, and employees receiving Workers' Compensation or off sick will be eligible, provided they have not been off work in excess of the time limits corresponding to seniority as set out in Article 12.11(d).
- c) They have not refused an offer of other employment by the Company in the plant or in another unit of the Company, the location of which is reasonably accessible.
- d) They have not been granted retirement on a pension.
- e) They have not been transferred to another unit of the Company.
- f) The closing is not brought about by war, strike, walkout, work stoppage, slow-down or other cessation of work, fire, government action or Act of God.
- g) In order to qualify for separation allowance employees will continue to work in a satisfactory manner as long as required.
- h) The scale of separation allowance shall be as follows:

Years of Completed Service	Amount
1	\$ 350.00
2	\$ 450.00
3	\$ 550.00
4	\$ 650.00
5	\$ 750.00

6	\$ 900.00
7	\$ 1,100.00
8	\$ 1,250.00
9	\$ 1,400.00
10	\$ 1,600.00
11 to 20	The 10 year allowance plus \$275.00 for each year over ten.
21 and over	The 20 year allowance plus \$325.00 for each year over twenty.

22.02 Employees who accept separation pay under the provisions of this clause shall on so doing terminate their seniority and employment relationship with the Company and shall have no further rights under this Agreement or under any other Agreement between the signing parties.

22.03 In respect to those employees who are eligible for separation allowance under this Article, the Company will continue to contribute to the CLAC Benefit service Plan and CLAC Western Health & Welfare Trust Fund and Alberta Health Care Plan. Such contributions shall continue for a period of up to three months following the month in which the plant is closed and will be made on the basis existing at the time of closing.

### **Article 23 – EXPIRATION AND RENEWAL**

23.01 This agreement shall be in effect from August 3rd, 2017 until July 31, 2020, and thereafter from year to year, unless notice is given by either party, not more then 90 days and not less than 30 days before the expiry date of such Agreement, to

delete, change or amend any of the provisions contained herein. Should neither of the parties give such notice, this agreement will renew for a period of one (1) year.


During the period of negotiation resulting from any of the previous above, the Agreement shall remain in full force and effect.

DATED at Edmonton, Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Signed on behalf of  
**MAPLE LEAF FOODS INC.  
EDMONTON POULTRY**

Signed on behalf of  
**LOGISTICS,  
MANUFACTURING &  
ALLIED TRADES UNION,  
CLAC LOCAL 56**

Per   
Authorized Representative

Per   
Authorized Representative

Per   
Authorized Representative

Per   
Authorized Representative

Per   
Authorized Representative

Per \_\_\_\_\_  
Authorized Representative

Per   
Authorized Representative

Per \_\_\_\_\_  
Authorized Representative

## WAGE RATES AND CLASSIFICATIONS

	Date of Ratification		
	August 3, 2017	August 3, 2018	August 3, 2019
<b>P1</b>			
NEW HIRE	\$ 15.50	\$ 17.00	
5 MONTHS	\$ 16.15	\$ 17.15	\$ 17.15
10 MONTHS	\$ 16.80	\$ 17.30	\$ 17.63
15 MONTHS	\$ 17.45	\$ 17.75	\$ 18.08
20 MONTHS	\$ 18.10	\$ 18.40	\$ 18.73
25 MONTHS	\$ 18.75	\$ 19.05	\$ 19.38
30 MONTHS	\$ 20.77	\$ 21.22	\$ 21.67
<b>P2</b>			
NEW HIRE	\$ 15.70	\$ 17.20	
5 MONTHS	\$ 16.36	\$ 17.36	\$ 17.36
10 MONTHS	\$ 17.02	\$ 17.52	\$ 17.85
15 MONTHS	\$ 17.68	\$ 17.98	\$ 18.31
20 MONTHS	\$ 18.34	\$ 18.64	\$ 18.97
25 MONTHS	\$ 19.00	\$ 19.30	\$ 19.63
30 MONTHS	\$ 21.05	\$ 21.50	\$ 21.95
<b>P3</b>			
NEW HIRE	\$ 15.94	\$ 17.44	
5 MONTHS	\$ 16.62	\$ 17.62	\$ 17.62
10 MONTHS	\$ 17.30	\$ 17.80	\$ 18.13
15 MONTHS	\$ 17.98	\$ 18.28	\$ 18.73
20 MONTHS	\$ 18.66	\$ 18.96	\$ 19.41
25 MONTHS	\$ 19.34	\$ 19.64	\$ 20.09
30 MONTHS	\$ 21.39	\$ 21.84	\$ 22.29
<b>P4</b>			
NEW HIRE	\$ 16.09	\$ 17.59	
5 MONTHS	\$ 16.78	\$ 17.77	\$ 17.77
10 MONTHS	\$ 17.47	\$ 17.95	\$ 18.28
15 MONTHS	\$ 18.16	\$ 18.43	\$ 18.76
20 MONTHS	\$ 18.85	\$ 19.11	\$ 19.44
25 MONTHS	\$ 19.54	\$ 19.79	\$ 20.12
30 MONTHS	\$ 21.61	\$ 22.06	\$ 22.51

	Date of Ratification		
	August 3, 2017	August 3, 2018	August 3, 2019
<b>P5</b>	\$ 22.61	\$ 23.06	\$ 23.51
<b>P6</b>	\$ 23.14	\$ 23.59	\$ 24.04
<b>P7</b>	\$ 24.15	\$ 24.60	\$ 25.05
MAINTENANCE HELPER	\$ 23.14	\$ 23.59	\$ 24.04
4TH CLASS STATIONARY ENGINEER	\$ 28.75	\$ 29.20	\$ 29.65
TICKETED JOURNEYMAN	\$ 42.31	\$ 42.76	\$ 43.21
New Hire - 90%	\$ 38.08	\$ 38.48	\$ 38.89
5 Months - 95%	\$ 40.19	\$ 40.62	\$ 41.05
10 Months - 100%	\$ 42.31	\$ 42.76	\$ 43.21
APPRENTICE			
YEAR 1 - 60%	\$ 25.39	\$ 25.66	\$ 25.93
YEAR 2 - 70%	\$ 29.62	\$ 29.93	\$ 30.25
YEAR 3 - 80%	\$ 33.85	\$ 34.21	\$ 34.57
YEAR 4 - 90%	\$ 38.08	\$ 38.48	\$ 38.89
Effective following date of ratification, employees shall be paid Premiums for:			
	Chief Engineer	\$0.25	
	Chief Electrician	\$0.50	

## **APPENDIX "A"**

### **JOB GROUPS AND WAGE RATE PROGRESSION**

1. Each employee's wage rate shall be determined by his service and the job classification within which he is normally employed for the greater part of his time, provided he satisfactorily performs the required work on a regular basis.

A new employee shall become eligible to receive the rate of the job group or classification for which he was hired, less the differential for new employees as applicable, when qualified.

An employee who is regularly assigned to work within a higher rated job group or classification will receive the higher rate when qualified.

2. "Qualified" as used above shall be interpreted to mean ability to regularly perform the job(s) without instruction or assistance. Except by agreement with the Union, the period of qualifying shall not exceed six weeks, after which the rate shall be paid.

This clause is subject to the application of Clause 3 below as it pertains to employees who have not reached the base rate

3. New maintenance journeymen shall receive a starting rate of 90% of the rate of the job or jobs they perform. Automatic increases of 5% will be granted on the completion of each five (5) months' service, until the employee achieves the journeymen rate of pay.
4. When an employee is required temporarily to fill a higher-rated classification, he shall receive the higher rate, but if

required temporarily to fill a lower-rated classification, he shall receive his regular rate.

5. When an employee is transferred to a lower-rated classification, his rate shall not be reduced for a period of six (6) weeks including lay-off, after which the lower rate shall prevail, except when such transfer is the result of inability to perform the job, health or request, in which case the lower rate shall apply immediately.

This will confirm our understanding with respect to the application of Appendix "A", Section 3. (New hire starting rate) of the Collective Agreement as it pertains to part-time employees.

Thirty (30) months' service shall be interpreted to mean 5200 hours of work. Five (5) months' service shall be interpreted to mean 867 hours of work.

6. Part-time employees will receive a starting rate of 70% of the rate of the job or jobs they perform. Automatic increases of 5% will be granted on the completion of each 867 hours service. After 5,200 hours they will receive the rate of the job or jobs they perform as set out in Appendix "A" of the Agreement.

Part-time employees whom the Company decides to offer full-time employment, will receive service credit towards the full-time new hire starting rate, on the basis of their total number of part-time hours worked divided by 40.

For the purposes of wage progression, summer students will receive credit for hours worked in consecutive employment terms.

A casual employee will remain at the starting rate as long as he is employed on a casual basis. Hours worked as a casual employee will not be considered if such casual employee is subsequently hired as either a full-time or part-time employee.

## **SUMMARY OF JOB GROUPS PRODUCTION**

### **GROUP P-1**

All jobs not assigned to the Groups below shall be considered to fall in Group P-1, including but not limited to:

- Laundry Operator
- Housekeeper
- Box Room Operator
- Evis Labourer

### **GROUP P-2**

- Scale Operator
- Evis/Inedible Operations Person
- Pre-Price Packer
- Power Jack Operator
- Forklift Operator
- Bizerba Operator
- Cut-Up Operator
- Knife Sharpener

### **GROUP P – 3**

- Sanitation
- M.S.M Operator
- CFIA Accredited MPIP Tech
- Cooler Person
- PAL

#### **GROUP P-4**

- Shippers (start at 15 month progression)
- Receivers (start at 15 month progression)

#### **GROUP P-5**

- Live Poultry Hanger
- Lairage Monitor
- Live Poultry Receiver
- Tray Pack Operator

#### **GROUP P-6**

- Service Technician Level 1

#### **GROUP P-7**

- Service Technician Level 2

**Service Technicians** – Dedicated technicians who would be able to do a certain amount of non-ticketed maintenance to the machines within the production floor.

#### **MAINTENANCE**

##### **MAINTENANCE HELPER**

Employees who do not have a valid trade ticket or certificate and who are not in an apprenticeship program. Employees in this classification must have the necessary skills, ability, and mechanical aptitude to assist qualified maintenance personnel with their duties.

##### **4<sup>th</sup> Class Stationary Engineer**

**Journeyman Tradesperson** (with either a Provincial or Inter-Provincial Ticket) or a 3<sup>rd</sup> Class Stationary Engineer.

- Employees employed in an Apprenticeship Program approved by the Alberta Career Development and

Employment Dept. Will receive rates of pay and pay increases based on experience in the trade.

- Apprentices in the 3 year Trades will be paid a percentage of the wage rates established in the Collective Agreement under M-3. Year One – 75%, Year Two – 80%, Year Three – 90%.
- Apprentices in the 4 year Trades will be paid a percentage of the wage rates established in the Collective Agreement under M-4, Year one – 60%, Year Two – 70%, Year Three – 80%, Year Four – 90%
- Employees who are dual ticketed will receive a premium of \$1.00 over the single ticket rate.

The Company commits to continuously hire to fill budgeted number of skilled trades positions in the plant.

Following ratification, the Company will make offers of employment to existing contractors still working at the plant to supplement full time vacancies in the Maintenance department. Should any of these contractors refuse an offer of full time employment, the Company will immediately seek to recruit a suitable qualified person to fill the vacancy.

In the event the Company requires outside services in the Maintenance department the following relevant factors will be taken into consideration: i.e. availability of required skills, duration and frequency of the work required, urgency of the work required, cost and availability of equipment.

When the Company determines there is a need for such outside service that have direct impact on the Maintenance department,

the Company will first meet to discuss with the Union to foster an amicable relationship of having the work performed by outside contractors, which may include the use of Maintenance Helpers or Apprentices. If such Helpers or Apprentices are required, the Company will post and accept applications from within the plant employees' base for these positions. The Company will support Maintenance Helpers pursuing the Apprenticeship program for required trades.

## **APPENDIX “B”**

### **MAINTENANCE WAGE SURVEY – Edmonton**

In order to establish rates of pay for the Maintenance Ticketed Journeyman the Company will conduct an annual maintenance wage survey comprised of 10 relevant labour market competitors that have been used in the 2013 survey. (This list can only be amended by mutual agreement). The purpose of the survey is to ensure that Maintenance Ticketed Journeymen, employed, are competitively paid so that the Edmonton Plant attracts and retains its skilled Maintenance workforce.

1. Companies in Industries that are in direct competition for skilled trades within the City of Edmonton, but may also include companies which operate outside the immediate geographic area.
2. A selected Company must be able to verify and validate the wage information.
3. The selection of companies will not be used for the purpose of manipulating the outcome of the survey.
4. The companies surveyed will employ certified skilled trades performing work consistent with that certification.

The positions of the required licensed skilled trades, as determined by the Company will be benchmarked at each of the identified companies. The highest and the lowest rates will be removed, and the remaining rates averaged. If this average is more than 3% above the Company rate of the same position, then the Company rate will be adjusted to the average.

In order to continue receiving the benefit of the Maintenance Wage Survey rate, the respective employees must continue to commit to upgrading their skills to ensure they are working towards proper certification in the jobs they are performing.

This survey will be completed in November of each year and any adjustments will be effective the first pay period in January of the following year.

Any rate adjustment as a result of the Maintenance Wage Survey will be in addition to the negotiated increase.

Maintenance rates established under the provision are not subject to the grievance or arbitration process.

### **Maintenance Wage Increases**

In the event that the company is unable to attract an adequate number of qualified skilled trades (M4) employees with the increases generated through the wage survey, the company shall have the discretion to implement a further increase for all employees in the required classification after discussion with the union.

Any rate adjustment as a result of the survey will be in addition to the negotiated annual increase and shall form part of the Collective Agreement.

Signed on August 18, 2010

## **Letter of Understanding #1**

### **Plant Closure**

In the event of complete plant closure or substantial reduction of the workforce, the Company will set up a joint Union/Management Plant Closure Committee. This committee will consist of the following individuals:

- 1) For the Union – up to three members designated by the Union.
- 2) For the Company – up to three members of management

This committee will deal with the various issues concerning employees and their Company will make a sincere effort to give as much notice as possible in the event of a complete plant closure.

## **Letter of Understanding #2**

### **Halal Slaughter**

The Company prefers to have work done by its employees, however, in the case of hand slaughter that must meet the requirements of an external sanctioning body that supports the Company's Halal product claim; the parties agree that this work will be done by an external service. The Company will remit to the local Union the dues as per the current Union Dues policy. This agreement will expire at the end of the current collective agreement.

## **Letter of Understanding #3**

### **Reimbursement of PCF forms**

When the Company requests a PCF document from an employee the employee will be reimbursed for the reasonable and customary costs, to a maximum of \$60.00. The union agrees that it will work with the Company to resolve concerns with any physician participation or other reasons for insufficient documentation.

## **Letter of Understanding #4**

### **Utility Person**

The Company agrees to provide a list of employees who currently receive the Utility Person Premium of \$0.50 per hour, to the Union. The Company will provide a notice period of one year from the date of ratification to the listed employees.

Furthermore, within six (6) months from the date of ratification, the Company agrees to review the listed employees' current roles and responsibilities to determine if the listed employee's complete duties above and beyond their regular tasks warranting the continuation of a premium rate beyond the notice period. Notification of review and outcome will be provided to the Union.

## **Letter of Understanding #5**

### **Shift Configuration**

The Union agrees that the Company can introduce different shift configurations and the parties will meet to discuss the impacts on the bargaining unit.

## **Letter of Understanding #6**

### **Marinator and Saw Operator**

The Company agrees to provide a list of employees who are currently classified as a Marinator and Saw Operator within the P2 Job Group. The listed employees will continue to receive the premium rate until the end of the notice period. The Company will provide a notice period of one year from the date of ratification to the listed employees.

## **Letter of Understanding #7**

### **Pension**

The Company will continue to provide a pension plan for employees already vested in the plan and have completed two years of continuous service. The employees will be required to contribute 2.5% of regular earnings excluding bonuses, overtime, benefits, premiums.

The Company will make contributions to the pension plan in accordance with the requirements of applicable pension legislation.

Any employee hired after the date of ratification will participate in a CLAC defined contribution pension plan - #0398594. Employees will contribute 2.5% of their regular earnings and the company will match the 2.5% contribution.

## **OUTLINE OF INSURANCE PLAN**

*(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five (75). In case of differences to the insurance contract, the insurance contract will apply).*

- \$50,000.00 life insurance per employee under the age of 65; \$25,000 per employee between the ages of 65 and 75;
- \$50,000.00 AD &D per employee under the age of 65; \$25,000 per employee between the ages of 65 and 75;
- dental plan at the latest fee schedule available;
  - Basic services: 80% up to \$2,000 per person annual
  - Major services: 50% up to \$2,000 per person annual
  - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
  - under 21: \$300 per year
  - age 21 and over: \$300 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

### **BENEFITS INFORMATION**

<b>CLAC BENEFITS TEAM</b> <a href="http://www.clac.ca">www.clac.ca</a>	<b>1-888-600-2522</b>
<b>CLAC RETIREMENT MEMBERCARE</b> (Group RSP & Pension Plan)	<b>1-800-210-0200</b>
<b>GREEN SHIELD CANADA</b> (access through myCLAC.ca)	<b>1-888-711-1119</b>
<b>MORNEAU SHEPELL (EFAP)</b> <a href="http://www.workhealthlife.com">www.workhealthlife.com</a>	<b>1-844-880-9142</b>

**Maple Leaf Poultry**

2619 91 Ave

Edmonton, AB T6P 1S3

Telephone:

Facsimile: 780-464-2713

**CLAC MEMBERCENTRE**

14920 118 Ave

Edmonton, AB T5V 1B8

T: 780-454-6181

TF: 877-863-5154

F: 780-451-3976

[edmonton@clac.ca](mailto:edmonton@clac.ca)**CLAC MEMBERCENTRE**

3617 63 Ave NE

Calgary, AB T3J 5K1

T: 403-686-0288

TF: 866-686-0288

F: 403-686-0357

[calgary@clac.ca](mailto:calgary@clac.ca)**CLAC RETIREMENT**

1-800-210-0200

**CLAC BENEFITS**

1-888-600-2522

**CLAC MEMBERCENTRE**

400 Taiga Nova Cres, Unit 1

Fort McMurray, AB T9K 0T4

T: 780-792-5292

TF: 877-792-5292

F: 780-791-9711

[Fortmcmurray@clac.ca](mailto:Fortmcmurray@clac.ca)**CLAC TRAINING**

1-888-700-7555

**CLAC JOBS**

1-888-942-5627