

COLLECTIVE AGREEMENT

BETWEEN

***MOUNTAIN CREEK FARMS***

AND

UNITED FOOD AND COMMERCIAL  
WORKERS CANADA UNION, LOCAL NO. 401

Renewal: December 31<sup>st</sup>, **2016**

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## Article 1 – Purpose and Intent

### 1.01 Purpose

The parties hereto agree that it is mutually beneficial and desirable to promote cordial relations and to set forth herein the agreements concerning rates of pay, hours of work and conditions of employment to be observed insofar as they affect the Company's operations.

### 1.02 Intent

The parties hereto recognize that it is to their mutual interest to promote, as fully as possible, safe working conditions, efficiency of operations and the protection of property. It is understood and agreed that this can be best achieved and maintained by harmonious relations between the Company, the employees and the Union and by the settlement of all differences in an amicable manner.

## Article 2 – Interpretation and Extent

### 2.01 Union as Exclusive Representative

In accordance with the "Certification" granted to the United Food and Commercial Workers Canada Union, Local No. 401 by the Labour Relations Board of Alberta under Certificate Number 84-2010 dated March 8<sup>th</sup>, 2010, the Company recognizes the Union as the exclusive representative for the purpose of collective bargaining for all employees of the **Mountain Creek Farms** except office, clerical, sales, quality control and custodial personnel with respect to rate of pay, wages, hours of employment and other conditions of employment.

## 2.02 Gender

Whenever the male pronoun is used, it shall be deemed to include the female pronoun and vice versa, and whenever the singular is used, it shall be deemed to include the plural, and vice versa.

## 2.03 Philosophy

The Company and the Union will endeavor, by mutual agreement, to introduce a working liaison through committee structures to develop a team approach to promote safety, efficiency and harmonious relations.

## Article 3 – Labour/Management Committee (LMC)

### 3.01 Labour Management Committee

1. The **Company** and the Union agree to form a Labour/Management Committee consisting of three (3) members (including a full-time representative of the Union representing the Union and three (3) members of the Company representing **Mountain Creek Farms**).
2. The Labour/Management Committee shall meet not less than two (2) times per year or at such other times as mutually agreed.
3. The members of the Labour/Management Committee shall discuss items of concern.
4. Either party shall inform the other of items on the agenda at least three (3) days in advance of any scheduled meeting.

## Article 4 – Management Rights

### 4.01 Management Rights

- (a) Subject to the provisions of this Agreement, the Union acknowledges that the Company has and retains the sole, exclusive right and responsibility to manage its operations, plants and business as it sees fit, including but not limited to the following:
1. To direct the work force, including the right to decide on the number of employees needed by the Company, or required for any task, to organize or assign work, to schedule shifts to maintain order, discipline and efficiency in all operations;
  2. To make and to alter from time to time rules and regulations to be observed by all employees;
  3. To discipline or discharge employees for just cause.

### (b) Residual Management Rights Clause

The parties agree that the foregoing definition of Management's rights shall not be deemed to exclude other recognized functions of Management not specified in this Agreement. The Company therefore retains all rights not otherwise specifically covered in this Agreement.

### 4.02 Supervisors Working/Not Working

- (a) The Company agrees that it is not the function of persons of, or above, the rank of Supervisor to perform work currently performed by employees covered by this Agreement except when such work:

1. Is clerical in nature or is for the purpose of instructing, experimenting, investigating, demonstrating, replacing of any employee who is absent from his job during the shift, sharpening knives, or coping with an emergency;
2. Is for the purposes of overcoming production difficulties caused by the absence of an employee. In such cases the Company will endeavor to obtain suitable replacements as soon as reasonably possible;
3. Is limited to occasional work, negligible in amount.

(b) Notification of Change in Supervisors

The Company shall advise the Union's Chief Shop Steward, in advance where possible, of all changes made in the appointment or assignment of Department Supervisors.

4.03 Supervisor Training Program

The Union acknowledges that the Company may assign salaried employees, as part of a Management Training Program, to work alongside employees covered by this Agreement, providing the number of trainees does not exceed three (3) at any one time, and providing no employees shall be demoted, laid off or discharged; nor shall promotion be adversely affected to create positions for Management Trainees.

4.04 (a) Company Right to Assign of Temporary Supervisors

The Company shall have the right to assign an

employee to the position of Temporary Supervisor, for the purposes of training; and to provide relief for temporary increases in work loads; annual vacations and other absences.

(b) Scope of Assignment of Temporary Supervisors

Employees assigned to the position of Temporary Supervisor shall continue to be governed by all the terms and conditions of this Agreement. During such assignments, the Temporary Supervisor shall not have the right to hire, fire or discipline, but shall be required to direct the activities of employees supervised.

(c) Notice in Writing to Union of Temporary Supervisors

The Company shall advise the Union in writing, in advance where possible, of all assignments to the position of Temporary Supervisor, including the shift or Department assigned to, the nature of the assignment and the expected duration, where applicable.

(d) Payment for Temporary Supervisors

Any employee that acts in the capacity of Temporary Supervisor shall be paid a minimum of fifty (\$0.50) cents per hour above the highest rated hourly wage that he is regularly supervising, in his capacity as a Temporary Supervisor, or over his regular hourly rate, whichever is greater.

## Article 5 – Union Recognition

### 5.01 Union Recognition

The Company and/or its representatives recognize the Union as the sole and exclusive bargaining representative of all Plant

employees, as referred to in the Certification issued by the Labour Relations Board of Alberta, as defined in Article 2, Section 2.01 of this Agreement.

5.02 (a) Union Right to Entry with Permission

Union Representatives shall be permitted entry to the Company's operations in order to carry out their required duties on receipt of permission from the General Manager or his designate. Access will not be unreasonably denied.

(b) Non Interference During Working Hours

Union Representatives will not interfere with employees during working hours unless permission is granted, nor shall they unduly occupy the time of employees during working hours.

5.03 No Engagement in Union Activity During Working Hours

Employees and/or Union Representatives shall not engage in any Union activity on Company property or during working hours except as expressly provided for in this Agreement.

5.04 New Employee Orientation

The Company agrees to allow up to fifteen (15) minutes for the Union to make a presentation on the role of the Union as part of all New Employee Orientations.

Article 6 – Union Representation

6.01 Union Recognition of Officers, Stewards and Appointees

The Company shall recognize employees appointed or elected as Officers of the Union's bargaining unit for the Plant; elected

as Stewards and appointees to approved committees expressly provided for in this Agreement.

6.02 (a) Number of Stewards

The Company shall not be required to recognize more than one (1) Steward per shift in each of its designated Departments. The Company shall advise the Union, in writing, of designated Departments, amendments to these Departments or any new Departments created.

(b) Chief Steward

The position of Chief Steward or Chief Shop Steward shall be recognized in addition to the Stewards referred to in Section 6.02 (a) above.

6.03 Naming of Stewards in Writing

The Union shall advise the Company in writing, in advance, the names of all Stewards and the Department they represent and all committee members of the committees referred to in this Agreement, when appointed or replaced by the Union. The Company shall supply the Union with a corresponding list of Company representatives to committees referred to in this Agreement.

6.04 Union Representative Pay

The Company shall pay employees and/or employee Union representatives referred to in this article their regular straight time rate of pay for normal time spent in meetings with representatives of the Company required during their regular hours of work.

6.05 Union Representatives Not To Leave Work Without Permission

Union representatives shall not leave their work to deal with any matter without first advising and receiving approval from their immediate Supervisor. The Company shall exercise reasonableness in their handling of such requests.

6.06 Bulletin Boards

The Union shall be permitted to install a lockable bulletin board in the lunch room or another mutually agreeable location, for the exclusive use of the Union to post official Union notices. The Union agrees that such notices shall require the approval of the General Manager or his designate before being posted. ***Such approval shall not be unreasonably denied.***

Article 7 – Union Security and Membership Dues

7.01 Membership as a Condition of Employment

The parties agree that as a condition of employment, all employees shall become and maintain such membership in the Union within thirty (30) days.

(a) Union Shop

The ***Company*** 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 on the first day of employment and become members within thirty (30) days.



(b) Non-Member Must Apply For Membership

It is understood and agreed that “shall be eligible for membership in the Union” means that such non-member shall have applied for membership in the Union.

7.02 Employees Must Remain Members in Good Standing

For the purposes of this Agreement, employees shall be deemed to maintain their status of a member in good standing of the Union provided that they have made proper application for membership in the Union, pay the necessary initiation fees, dues and assessments of the Union, and comply with the Constitution and/or Bylaws of the Union.

7.03 Company to Have Employees Sign Application Cards

The Company agrees to ensure that all new employees complete the required application card for Union membership prior to commencing employment and to forward the completed application to the Union office.

7.04 Blank Application Forms

The Union shall provide the Company with blank application forms.

7.05 Deductions

Employees shall be required to sign an irrevocable authorization for the deduction of Union dues, assessments and initiation fees levied in accordance with the Union’s Constitution and/or Bylaws. Such authorization shall be on a form that:

- (a) meets the standards prescribed by the laws and regulations of the Province of Alberta;

(b) is supplied by the Union.

7.06 (a) Deductions

The Company shall, during the term of this Agreement, deduct from each employee's wage, the sum or sums referred to in Section 7.05.

(b) Remitted to Secretary Treasurer - 10<sup>th</sup> Day Month Following

All such deductions shall be remitted to the Secretary/Treasurer of the Union prior to the tenth (10th) day of the month following the month in which the deductions were made along with a list of the employees from whom such sums were deducted, indicating the amount and purpose of each such deduction.

(c) Covering All Employees

The above deductions shall commence, in the case of each employee who is in the employment of the Company and who is a member of the Union, on the effective date of this Agreement. In the case of new employees, hired and who become members of the Union subsequent to the signing of this Agreement, such deductions shall commence with the first pay period following their date of hire.

Article 8 – Contracting Out

8.01 Company Right to Contract Out Work

It is agreed that the Company may contract out work normally performed by employees covered by this Agreement.

## 8.02 Factors to Be Considered Prior to Contracting Out

The Company will consider the following relevant factors before contracting out such work:

- (a) any adverse effect on employees;
- (b) availability of required skills;
- (c) duration and frequency of the job;
- (d) urgency of the job;
- (e) economics of the situation;
- (f) availability of required equipment.

## 8.03 Employee Right to Bid on Open Competition Basis

The Company agrees to provide the opportunity for an employee to submit a bid, on an open competition basis, for regular after normal hours of Plant operation sanitation related work and/or special cleaning/pre-inspection type projects that may be required from time to time, provided the employee can establish and maintain himself as a valid independent contractor in accordance with any Federal, Provincial and/or Municipal Government Legislation and/or Regulations and provided the employee can meet and satisfy the requirements of the Company's bid specification(s) as may be set out by the Company from time to time. Any such bid for any such work will be awarded on a merit basis in accordance with the provisions of Section 8.02 of this article.

## Article 9 – No Cessation of Work

### 9.01 No Strikes

The Union agrees that there shall be no strikes, slowdowns, other curtailment or restriction of production or interference with work during the life of this Agreement.

## 9.02 No Lockouts

It is agreed that the Company will not, during the term of this Agreement, lock out employees.

## Article 10 – Non-Discrimination Employee Rights

### 10.01 No Discrimination

The applicable sections of the Alberta Labour Relations Code (as amended) and the Alberta Human Rights Act are hereby recognized.

## Article 11 – Seniority

### 11.01 Recognition of Seniority

Seniority for the purposes of this Agreement shall be defined as Company Seniority and Departmental Seniority. Company Seniority shall apply to all employees of the Company, and Departmental Seniority shall apply to employees within their respective departments.

### 11.02 Definition of Seniority

Company Seniority shall mean the length of an employee's continuous employment with the Company and Departmental Seniority shall mean the Company Seniority of the employee's within a Department.

### 11.03 (a) Definition of Probationary Employee

A new full-time employee shall be considered on probation and seniority shall not commence until such time as he has worked ninety (90) calendar days from his last date of hire. For the purposes of determining the

probationary period, each part or full day of absence from work, for any reason will be added as an additional full day that is required to be worked to the stipulated ninety (90) calendar day probationary period.

(b) Upon Completion of Probationary Period – Seniority Date Reverts to Date of Hire

On completion of the probationary period, an employee's seniority date shall revert to the last date of hire.

(c) No Seniority Rights for Probationary Employees

Probationary employees shall have no seniority rights during the probationary period and may be terminated or discharged where the Company, in its discretion, determines that they are unsuitable or unsatisfactory.

(d) Extension of Probationary Period

The probationary period may be extended in extenuating circumstances, by mutual agreement of the Company and the Union, with the employee notified in writing prior to the expiry of the initial ninety (90) calendar day probationary period.

11.04 Loss of Seniority

An employee's seniority shall be lost and employment terminated for any of the following reasons:

- (a) Voluntary resignation or retirement;
- (b) Discharge without reinstatement pursuant to the terms of this Agreement;
- (c) Employee is absent without leave for two (2)

consecutive days of scheduled work or two (2) separate scheduled days of work in a sixty (60) calendar day time period;

- (d) Employee has been on layoff from the Company for a period of more than **six (6) months**;
- (e) Failure to report to work within seven (7) days of double registered notice of recall;
- (f) Employment with another employer while on approved leave of absence or absence due to sickness or accident and is receiving either Workers' Compensation benefit or benefit payments under the Company's Health and Welfare Benefit Program, and the Company has not approved, in writing, such interim employment;
- (g) After absence due to sickness or accident of **thirty (30)** months. In the case of an employee returning to work, from a prolonged absence, the Company shall require the employee to provide a certificate from his physician that he is fully capable of performing the work available. The Company may elect to have such employee examined by the Company's physician and in the case of where there is a difference of medical opinion as to whether or not the employee is capable of performing the work available, the employee agrees to be examined by a physician mutually agreed to upon to make such final determination. **The foregoing shall be at the Company's cost.**

#### 11.05 Company to Provide Seniority List to Union

The Company shall prepare seniority lists on a bi-monthly basis indicating Company and Departmental Seniority and each employee's classification. Copies of such lists shall be posted to all bulletin boards and a copy forwarded to the Union.

## Article 12 – Lay-Off

### 12.01 Lay-Off

In the case of a reduction in the work force, the Company shall consider the following factors in determining which employee(s) shall be laid off:

- (a) Company seniority within the affected department
- (b) Qualifications and ability to perform the available work.

#### Seniority and Ability

The Company seniority of the employee(s) within the affected Department providing the employee(s) is/are qualified to perform the available work. When in the judgment of the Company above is to all intents and purposes equal between two (2) or more employee(s), the employee(s) having the least Company seniority within an affected Department shall be the first to be laid off, providing an employee has sufficient ability and qualifications to perform the job required.

### 12.02 Shutdown

In the case of a shutdown of the Company's operations or section thereof, resulting in the lay-off of employees, the Company shall lay off employees in accordance with their Company seniority within the employee's Department and ability commencing with the least senior employee with the least ability, providing the remaining employees can perform the available work.

### 12.03 (a) Three (3) Day Emergency Situation

In the event of an emergency shutdown of the Company's operations or section thereof that is three (3) working days or less, employees directly affected may

be temporarily laid off without regard to other provisions of this Agreement that apply to layoff and recall.

(b) Definition of Emergency

“Emergency” shall mean an extreme situation beyond the genuine control of the Company, rendering the facilities, or section thereof physically inoperative or unsafe to operate.

12.04 (a) Less than Sixty (60) Day Emergency Situation

In the event of a layoff other than an emergency that is less than sixty (60) days, the Company shall give the Union, and the employee(s) affected the following notice:

1. No Notice to Probationary Employees

No notice shall be given to probationary employees;

2. Notice to Regular Employees

One (1) working day of notice for each six (6) months of continuous service up to a maximum of five (5) working days of notice, shall be given to all regular employees. The minimum notice provided to regular employees shall be two (2) working days.

(b) No Partial Weeks

In the event of layoff in keeping with 12.04(a), the Company shall layoff a minimum one (1) week period. The layoff provision must be used for full week periods only, (Monday to Friday), no partial weeks.



(c) Recall for Less than Ten (10) Days (Temporary Recall)

In case of recall of an employee for work of ten (10) working days duration or less, the requirement in respect to the notice for a layoff referred to and provided under Section 12.04(a) of this article shall not apply.

12.05 Permanent Recall

Employees laid off will be recalled in the inverse order of layoff, in accordance with the provisions of Section 12.01.

12.06 Employee Responsibility to Notify the Company

It shall be the responsibility of the employee to notify the Company of his current mailing address and telephone number.

Article 13 – Grievance – Procedure

13.01 Agreement to Settle Complaints Quickly

The parties agree it is desirable that any complaints be settled as quickly as possible.

13.02 Process Commitment

If, during the term of this Agreement, there should arise any difference between the Company and employees and/or the Union regarding the interpretation, application, administration or alleged violation of the terms and conditions of this Collective Agreement, an earnest effort shall be made to settle the difference in the following manner:

1. Employee to Speak to Immediate Supervisor

The employee or employees concerned, with or without a Shop Steward in attendance, should first seek to settle the dispute in discussion with the immediate Supervisor. Failing this or failing satisfactory settlement, then:

2. Union and Company Representatives to Meet

The Union representative(s) and the Company representative(s) or designate, shall meet and in good faith shall earnestly endeavor to settle the dispute. Failing this or failing satisfactory settlement, then:

STEP 1:

Present Grievance in Writing to Department Supervisor

The grievance shall be presented in writing by a Union Representative. The written grievance will set forth the following:

- (a) the nature of the grievance,
- (b) the remedy or correction required.

The Department Supervisor shall make known his decision with a written response to the Union within ten (10) calendar days of receipt of the grievance, unless both parties mutually agree to extend the ten (10) day period.

STEP 2:

Present Grievance in Writing to Plant Superintendent

Failing a satisfactory settlement of the grievance at Step 1, the Union Representative may present the matter to the Plant Superintendent or designate providing this is done within ten (10) calendar days after receipt of the response in the first

step. The Superintendent, Human Resources Advisor or designate shall make known his decision with a written response to the Union within ten (10) calendar days of receipt of the grievance.

13.03 Time Limits for Grievances (30 days – Normal, 14 days – Dismissal)

Any grievance which is not presented within thirty (30) calendar days after the occurrence of the event which gave rise to the grievance, or within fourteen (14) calendar days of the last day worked in the case of dismissal shall be forfeited and waived by the aggrieved party.

13.04 Consequences of Failure to Meet – Arbitration

If a satisfactory settlement cannot be reached, or if the party on whom the grievance has been served, fails to meet the other party, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration provided said written notice is given within forty-five (45) calendar days of the last written response, or from the date the parties failed to meet.

13.05 Pay for Attending Grievance Meetings

The Company and the Union shall make every reasonable effort to schedule meetings to discuss and resolve grievances during regular working hours. An employee(s) shall be paid the regular straight time rate of pay for attending such meetings.

13.06 Time Limit Extensions

Any of the time limits set out in the article may be extended by mutual agreement, in writing, of the parties hereto.

## Article 14 – Arbitration Procedure

### 14.01 Purpose

Either party to this Agreement may, in accordance to the provisions of this Agreement, and upon completion of Step 2 of the grievance procedure, notify the other party, in writing, of its desire to submit to a Board of Arbitration an unsettled complaint relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the matter is arbitrable.

### 14.02 (a) Composition of Committee

The Board of Arbitration referred to in Section 14.01 of this article, shall be composed of three (3) members and shall be established in the following manner:

#### 1. Time Limit to Select Representatives

Within seven (7) working days following receipt of such notice, the Company and the Union shall each select a representative to serve on the Board of Arbitration;

#### 2. No Conflict of Interest

No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration;

#### 3. Nominees Select Chairperson

The nominee of the Company and the nominee of the Union shall, within five (5) working days after they have each been selected, choose an additional member to act as Chairperson;

4. Chairperson Appointment by **Director of Mediation Services for Alberta**

In the event of failure of the nominees of the Company and the Union to agree upon a Chairperson within the five (5) days specified, the **Director of Mediation Services for Alberta** shall be immediately requested to name a third (3rd) member who shall act as Chairperson of the Board of Arbitration.

Within five (5) days of the appointment of the impartial Chairperson, the Board of Arbitration shall sit to consider the matter in dispute and shall render a decision within thirty (30) calendar days after its last session.

(b) Time Limits Altered Through Mutual Understanding

It is understood and agreed that the time limits, as set out in Section 14.02(a) of this article, may be altered by mutual agreement, in writing, between the Company and the Union.

14.03 Ability to Agree to Single Arbitrator

Notwithstanding Section 14.01 and 14.02 of this article, the parties may agree to the appointment of a single arbitrator with the same powers as a Board of Arbitration. In such cases, within seven (7) working days of the notice referred to in Section 14.01, the Company and the Union shall select an arbitrator that is mutually acceptable to both parties. If agreement cannot be reached on the appointment of a single arbitrator within five (5) working days, either party may apply to the **Director of Mediation Services for Alberta** for the appointment of a single arbitrator.

14.04 Arbitrator Must Adhere to Provisions of the Collective Agreement

A Board of Arbitration or single arbitrator, appointed in accordance with this Agreement, shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or alter, modify or amend any part of the provisions, or deal with any matter not contained herein.

14.05 Arbitrator's Decision Binding

A decision of the single arbitrator or of majority of the Board of Arbitration shall be final and binding on all parties involved.

14.06 Requirement to Follow Grievance Procedure

No matter may be submitted to arbitration that has not been processed through the grievance procedure. This provision may be waived upon the mutual agreement, in writing, between the two (2) parties.

14.07 Arbitrator Costs Shared

The Company and the Union shall equally share the cost of the single arbitrator or the Chairperson of the Board of Arbitration and each of the parties shall bear the cost of their own representatives and witnesses.

14.08 Arbitrator Decision Within Thirty (30) Calendar Days

An Arbitration Board or single arbitrator, selected in accordance with this Agreement, shall render a written decision to the parties hereto within thirty (30) calendar days of the date of the conclusion of the arbitration hearing. This time period may be altered with the consent of both of the parties to this Agreement.

## Article 15 – Discipline and Discharge

### 15.01 (a) Requirement for Just Cause

No employee shall be disciplined or discharged without just cause and such discipline will be applied in a consistent manner.

### (b) Employee Facing Discipline to be Accompanied by Steward

In the event that the Company deems it necessary to meet with an employee away from his/her work station on a matter of discipline, the employee will be accompanied by a Steward.

Employees will be informed of the reason for their reprimand, suspension or termination in writing and a copy will be forwarded to the Union office by Human Resources.

### 15.02 (a) Employee Right to Grieve

If an employee believes he has been unjustly disciplined, suspended or discharged, he may request the matter be dealt with as a grievance, in accordance with Article 13, Grievance Procedure.

### 15.03 Termination of Probationary Employee not Subject to Challenge

Termination of an employee who has not completed the probationary period as set out in Article 11.03 shall not be subject to challenge by the Union or the employee under the terms of this Collective Agreement.

15.04 If an employee is free from discipline for ***twenty-four (24)*** months following a disciplinary written reprimand, such reprimand will not be relied upon in subsequent discipline.

## Article 16 – Hours of Work and Overtime

### 16.01 No Guarantee of Hours

The provisions contained in this article are established for payroll calculation purposes only, and shall not be construed as a representation or guarantee by the Company or guarantee to any employee of any time or period of work or employment except as is provided in Section 16.02(a) and (b) of this article.

### 16.02 (a) Normal Shift

The normal straight time hours of work for employees shall be based on eight (8) consecutive hours of work in any twenty-four (24) hour period commencing at the start of the employee's first regularly scheduled shift for five (5) consecutive days in any calendar week.

### (b) Ability to Reduce Hours

Notwithstanding Section 16.02(a) above, the Union agrees that the Company may reduce without notice, at any time, the normal straight time hours of work of any employee by up to one hundred thirty-two (132) regularly scheduled hours in each calendar year provided that such reductions in the employee's normal straight time hours of work do not exceed eight (8) hours in any one (1) given week. It is understood that the provisions of this Section 16.02(b) shall not be used in conjunction with the lay-off provisions contained in this agreement (Article 12).



(c) Reporting Pay

An employee who reports as scheduled without having been notified not to report and for whom no work is available will be allowed four (4) hours pay for an eight (8) hour shift.

16.03 (a) Overtime Rates

Employees shall be paid overtime as follows:

1. Time and one half (1 1/2 X) for hours worked in excess of eight (8) hours in a scheduled work day;
2. Time and one half (1 1/2 X) for all hours worked on the employee's first (1<sup>st</sup>) scheduled day of rest;
3. Double time (2X) for all hours worked on the employee's second (2<sup>nd</sup>) scheduled day of rest;
4. Employees shall be paid at their straight time rate, except as this rate may otherwise be adjusted as provided in this Agreement, for the first forty (40) hours worked in the employee's regularly scheduled work week as referred to in Section 16.02(a) of this article and shall be paid overtime for any hours worked in excess of such forty (40) hours worked in any such work week at the rates specified in Section 16.03 (a) (1), (2), (3) above.

(b) Disqualification for Overtime

If an employee misses any time during their regular workweek because of a dentist or doctors appointment he/she will receive time and one half (1 1/2 X) for the first additional day and double time (2X) for further additional days, provided that such appointments are pre-arranged with their Supervisor. Employees must

provide the Company with a doctor's certificate if required. Overtime rates do not apply to employees who miss time during the scheduled workweek of their own volition or by reason of suspension for just cause.

16.04 Overtime is Scheduled Work

It is understood and agreed that where an employee is required to work an overtime assignment, such assignment shall be considered scheduled work. Except in the case of an emergency, beyond the control of Management, the Company shall advise the employee(s) a minimum of five (5) hours before the end of the employee's regularly scheduled shift after which the overtime was to be worked, if the overtime so scheduled is to be cancelled.

16.05 No Changing of Work Schedules to Avoid Payments of Overtime

An employee's work schedule shall not be changed during any one (1) week or cycle for the purpose of avoiding the payment of overtime rates or premiums.

16.06 (a) Shift Schedule Change – Employee Notice

The Company shall give an employee forty-eight (48) hours notice of a change in shift schedule. Where such notice is not given, the employee(s) shall be paid time and one half (1 1/2 X) for the first four (4) hours of regular hours worked following the change. This provision shall not apply to a new employee's initial assignment to a regular shift.

(b) Shift Changes – Personal Requests

The provisions of this section shall not apply to an employee requesting a change in shifts for personal reasons. No employee shall be allowed to change shifts

under any circumstances without first receiving the written approval of his immediate Supervisor.

(c) Shift Changes – Emergency, Unscheduled Absence of Employees

The schedule of an employee may be changed without notice in the event of the unscheduled absence of other employees, or in the event of an emergency such as a fire, flood, breakdown of machinery or other major disruptions genuinely beyond the control of the Company.

16.07 (a) Rest and Lunch Breaks

Daily hours of work shall be consecutive, with the exception of a fifteen (15) minute paid rest break in the first half of the work day, a thirty (30) minute unpaid meal period, and a fifteen (15) minute paid rest period in the second half of the day, for a work day of six (6) or more hours. In addition, one (1) minute before each rest period and meal period will be allowed for employees to put their tools, etc., in the designated area, and one (1) minute after each rest break and meal period will be allowed for employees to wash their hands before production starts.

(b) Company Has Right to Vary Lunch and Breaks

The Company may vary the schedule of either the rest break(s) or the meal period for the purposes of overcoming production difficulties that are genuinely beyond the control of the Company, except that the rest break(s) shall not be added to the meal period.

## 16.08 Meal Voucher

If an employee is required to work unscheduled overtime in excess of one (1) hour before and/or beyond his normal shift or combination thereof which totals one (1) hour, such employee shall be provided with an allowance of ten (\$10.00) dollars in lieu of the Company providing the employee with a hot meal and the time for the overtime meal period. The meal allowance shall be included in the employee's regular earnings.

## 16.09 No Pyramiding of Premiums

It is understood and agreed that there shall be no pyramiding of overtime hours, rates or premiums contained in this Agreement.

## 16.10 Equitable Distribution of Overtime

The Company shall distribute overtime as equitably as practicable among the employees within their respective Department.

Overtime other than complete department overtime will be distributed as follows:

- (a) Offered to the employee that normally does the job.
- (b) Offered to other employees in the same department according to seniority providing they can do the job.
- (c) Offered to employees in a different department according to seniority providing they can do the job.

Overtime work in a department shall be offered by seniority to senior qualified employees. The Company will follow the policy of "senior employees may, junior employee must". If no junior qualified employee(s) is available to perform the

work, the senior qualified employee(s) will be required to perform the work.

16.11 Call Outs

A call out shall provide a minimum of four (4) hours work or four (4) hours pay at the applicable overtime rate. An employee who is excused for personal reasons, with the approval of the Supervisor, shall have their call out reduced by the number of hours of work missed as a result of such absence.

16.12 Injured at Work

An employee injured at work and unable to complete their shift, as determined by a medical physician, shall be paid for the balance of such shift at his regular rate of pay.

16.13 No Overtime Because of Personal Requests for Shift Change

It is understood and agreed that none of the overtime provisions of this article shall apply or be paid because of personal arrangements between employees. Employees wishing to change shifts for personal reasons, must obtain prior written approval of their Department Supervisor.

16.14 Notification Requirements – Absence from Work

An employee(s) shall report by telephone to his immediate Supervisor, or in a prescribed manner, at least one (1) hour prior to the start of his scheduled shift, sickness or inability to report for work. Failure to properly report shall constitute the employee as being considered absent without leave and the employee may be subject to disciplinary action as determined, on the merits of the specific situation, by the Department Supervisor.

## Article 17 – Premium Rates

### 17.01 Premiums

#### 1. Shift Differentials

Employees working between 5:00 p.m. and 5:00 a.m. shall receive a premium of thirty-five (\$0.35) cents for each hour worked. Employees who commence a shift between 9:00 p.m. and 1:00 a.m. shall receive the thirty-five (\$0.35) cent per hour premium for their entire shift.

#### 2. Lead Hands

The Company may designate employees as Lead Hands during which time they shall receive the greater of fifty (\$0.50) cents per hour more than their basic rate of pay or fifty (\$0.50) cents per hour more than the highest rate in the group that he is leading (See Glossary Definitions for Lead Hand)

17.02 The premiums contained in this article shall not be included in calculating overtime rates, but shall be paid for all overtime hours worked in conjunction with such shift.

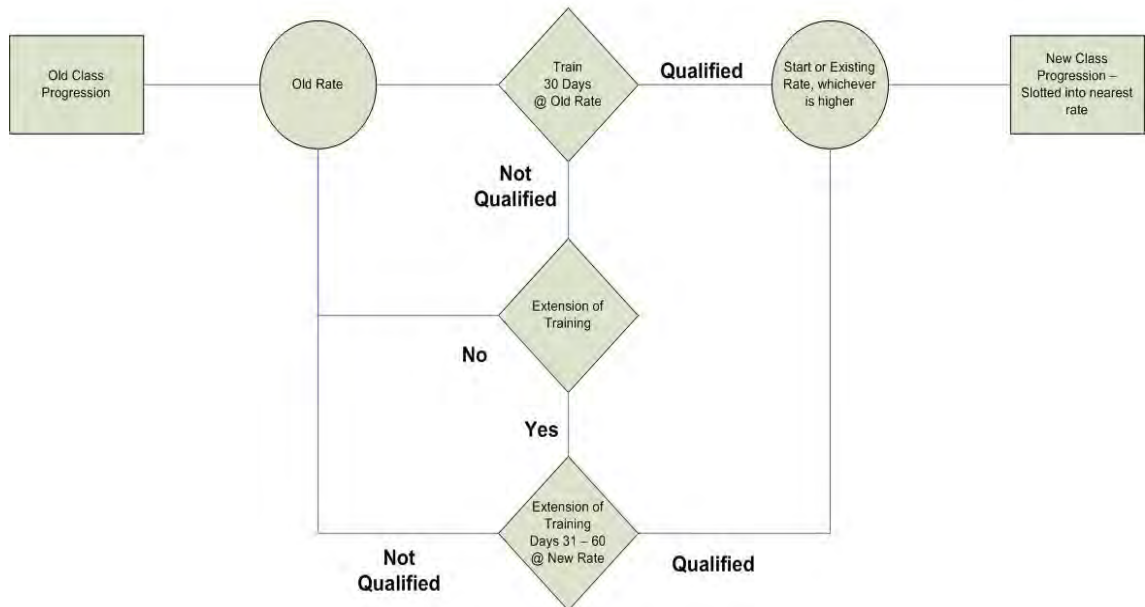
## Article 18 – Promotion and Advancement

### 18.01 Job Postings

When job vacancies occur (with the exception of Lead Hand), above the basic job classification in the plant (Labourer) and the **Company** requires replacements, and when the **Company** creates new jobs, they shall be posted on the bulletin board for a period of three (3) working days during which time applications may be made by the employees. Copies of all such postings will be sent to the Union. Applications from within the department concerned shall

receive first consideration. The most senior applicant within the department with the ability to perform the job shall be given the position.

### Pay Progression



### 18.02 Joint Commitment to Training

The Company and the Union agree that it is to the mutual benefit of both parties to train employees for the purpose of promotion.

## Article 19 – Pay Classes, Job Functions and Rates of Pay

### 19.01 Rates of Pay in Appendix “A”

The rates of pay for the typical functions in the established pay classes for employees shall be set out in Appendix “A” attached hereto and forming part of this Agreement.

## 19.02 Procedure for Pay Classification Dispute

Where a new job function is established, or where the content of existing job functions are substantially changed, or an employee is improperly classified, the pay classes, rate(s) of pay, and other related matters shall be established by the Company. In the event the Union disputes the Company's decision on the matter and fails to negotiate the difference, the matter may be a subject of a complaint and may be referred to arbitration. The arbitrator or Board of Arbitration shall have the power to determine appropriate pay classes, rates of pay, and other related matters in issue, effective the date the job functions were changed or new job functions were established. The Company shall, however, establish the rates of pay for new job functions until agreement, or the decision of an arbitrator or Board of Arbitration has been given, at which time the rate of pay shall be retroactive for the hours worked in the new pay class.

### 19.03 (a) Higher Pay Class for the Entire Shift

When a regular employee works in a higher pay class the employee shall be paid the higher rate of pay for all the hours worked in that pay class. In the case of an employee working more than four (4) hours in a higher pay class the employee shall be paid the higher rate for the entire shift including maintenance employees.

### (b) Higher Pay Class for the Entire Shift – Except While Training

The provisions of Section 19.03(a) shall not apply to employees in training, provided they are accompanied by the employee responsible for their training.



## 19.04 New Employees

- (a) If a job vacancy is filled by a new employee with prior experience in the same work, the employee will be paid at the “start” rate for the job for a period of ten (10) days actually worked. In this time the employee must demonstrate, to the **Company’s** satisfaction, their abilities consistent with the prior experience. If the employee fails to demonstrate such ability within ten (10) days actually worked, the rate will be reduced to the start wage rate of the Base Job Level. If the employee demonstrates such ability to the **Company’s** satisfaction, the employee will remain at the “start” rate in the job and if the employee qualifies in the job, then will move to the top wage rate for the job. If the employee fails to qualify, the employee may be reassigned or discharged as the **Company** determines.
- (b) If a job vacancy is filled by a new employee with no prior experience in the same work, the employee will be paid at the “start” rate of the Base Level until the employee qualifies, or is removed from the position. If the employee qualifies in the job, the employee will be paid at the top rate for the Level of the job upon the date of qualifying onward.

## Article 20 – Payment of Wages

### 20.01 Second (2<sup>nd</sup>) Friday Payday

All employees shall be paid every second (2<sup>nd</sup>) Friday using a direct bank deposit system.

### 20.02 Payouts on Quits and Terminations

An employee that voluntarily terminates employment shall be paid all accrued wages on or before the end of the next

regular pay period. An employee that is terminated by the Company shall be paid on or before the second regular business day following the date of the employee's termination.

## Article 21 – General Paid Holidays

### 21.01 General Paid Holidays

The following days shall be recognized as General Paid Holidays for the purposes of this Agreement:

New Years Day	<b><i>Alberta Heritage Day</i></b>
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

### 21.02 (a) Requirements to be Eligible for General Paid Holidays

An employee covered by this Agreement, subject to the conditions below, shall be entitled to straight time pay based on his normal hours of work for any of the General Paid Holidays covered by Section 21.01, provided:

1. That the employee has been in the employment of the Company for thirty (30) days during the previous twelve (12) months;
2. That the employee worked his last full scheduled shift immediately preceding and succeeding the General Holiday and on the General Holiday if scheduled to work;

3. That if the employee is unable to report to work on the days identified in Section 21.02, item (2) because of bona fide illness, injury or authorized day off, he shall provide prior advice, where possible, of his inability to work and shall provide a physician's certificate when requested.

Authorized leave as stated herein shall not include any extended leaves of absence for the purpose of vacation.

(b) Lay-Off – Prior or Subsequent to General Holiday

It is understood and agreed that when an employee is laid off in accordance with the provisions of Article 12 of this Agreement effective on either the full scheduled shift immediately preceding or succeeding a General Holiday the employee shall be paid for such General Holiday in accordance with Section 21.02 above, provided that, in the event he is laid off effective with the shift immediately following the General Holiday, the employee has worked the last full scheduled shift immediately preceding such General Holiday.

21.03 Additional Proclaimed Holidays

If an appropriate Governmental authority proclaims an additional General Paid Holiday during the term of this Agreement, Section 21.01 shall be amended to include such General Paid Holiday so proclaimed.

21.04 Double (2X) Time for Work on General Paid Holiday

Double (2X) the regular straight time hourly rate shall be paid to an employee for the normal shift hours worked on a General Paid Holiday in addition to being paid for the General Holiday.

21.05 General Holiday on an Employee's Regularly Scheduled Day Off

Where a General Paid Holiday falls on an employee's scheduled day off the employee may elect to be paid for the General Paid Holiday or receive an alternative day off at straight time pay, in conjunction with the employee's annual vacation, or any other day, providing either is mutually agreed to, in advance, by the Company and the employee.

21.06 Definition of Working Day for Paid Holiday

For the purposes of Paid Holidays only, a working day shall be defined as the twenty-four (24) hour period commencing at 21:00 hours on the day proceeding the day of the holiday. Employees whose scheduled shift starts within this twenty-four (24) hour period will be deemed to have worked the Paid Holiday.

21.07 Movement of General Paid Holidays

Where permitted under applicable labour legislation, when a General Holiday falls on a Saturday, Sunday, the holiday may be observed on either the preceding Friday or the following Monday to accommodate operations concerns. The Company shall provide at least two (2) weeks notice of its intent.

Article 22 – Vacation Entitlement and Pay

22.01 Purpose of Vacation

The purpose of annual vacations is to provide employees with a period of rest and relaxation away from their work environment, therefore, all employees shall be required to take their annual vacations during the year of vacation entitlement.

## 22.02 Vacation Entitlement

Employees shall be entitled to annual vacations with pay in accordance with the following schedule:

Completed Years of Employment	Number of Vacation Weeks	Percentage of Regular Earnings
1	2	4%
5	3	6%
10	4	8%
15	5	10%

## 22.03 Definition of Vacation Year

For the purposes of vacation entitlement, a vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup> and a calendar week shall be five (5) working days for an employee working an eight (8) hour shift. There shall be no “banking” of vacations. All employees shall take their vacation prior to December 31<sup>st</sup>.

## 22.04 Calculation of Vacation Pay

For the purpose of calculating vacation pay, the percentage (%) rates referred to in Section 22.02 shall be applied to the employee’s total hours paid by the Company, to a maximum of 2,080 hours, excluding taxable benefits, for the twelve (12) month period ending December 31<sup>st</sup> of the previous year.

For the purpose of the above calculations overtime hours will be calculated at straight time (one (1) hour worked equals one (1) hour paid).

The total hours will be multiplied by the employee’s current rate or the rate at December 31<sup>st</sup> of the preceding year,

whichever is the greater. Two (2%) percent of this total shall be the employee's vacation pay for each week of entitlement.

#### 22.05 Entitlement and Pay Based on Anniversary of Employment

An employee's vacation entitlement and vacation pay shall be based on the employee's completed years of service in the calendar year in which the employee's anniversary of employment falls, in accordance with Sections 22.02 and 22.04.

#### 22.06 Allotment of Vacation Preferences

Employees shall be required to submit their preference for vacation periods to their immediate Supervisor on a departmental basis, **between December 1<sup>st</sup> and December 31<sup>st</sup>** in each year, **for the following year**. The Company shall post approved vacation schedules, by department, on or before **February 1<sup>st</sup>** of that year.

#### 22.07 Scheduling of Vacations

The scheduling of vacations shall be granted based on Company seniority within the department. Vacation requests received after **February 1<sup>st</sup>** shall be scheduled, based on the date the application is received, on a first received, first scheduled basis. The Company agrees that it will regularly update as required, changes to the posted vacation planner. Insofar as possible the Company shall grant vacations at times most desirable to employees, but the final allotment of vacations is reserved by the Company in order to ensure efficient and orderly operations.

##### (a) Prime Time Vacation Allocation

Consistent with the foregoing and the employees' vacation entitlement, employees will have the

opportunity to schedule up to two (2) weeks vacation during the prime vacation time (May 1<sup>st</sup> to September 30<sup>th</sup>). Following their initial selection, employees shall in accordance with their seniority within their department select any additional weeks to fill the vacancies available in prime or non-prime vacation periods, subject to operational requirements.

(b) Entitlement During Non Prime Time

Employees entitled to four (4) or more weeks of vacation may take such weeks consecutively in non prime time.

(c) Vacation Entitlements in the Event of Transfer

In the event an employee transfers from one department to another at their own request after the vacation schedule has been set, such employee will not be guaranteed entitlement to the vacation period approved in their previous department in his new department. Such employee will have vacation preference subject to availability based on the new department's existing schedule for that particular vacation year.

22.08 General Paid Holiday Falling During a Vacation Period

If a General Paid Holiday(s), as set out in Article 21, falls within an employee's annual vacation period such employee shall be entitled to an additional day(s) of vacation with pay on what would have been the first day(s) the employee would have worked after his annual vacation or any other day, providing either is mutually agreed to in advance, by the Company and the employee.

22.09 Receipt of Vacation Pay

An employee shall receive his vacation pay with the regular pay period.

22.10 Vacation Pay Upon Quit or Discharge

An employee who quits or is discharged for cause shall receive the applicable percentage of his regular earnings as defined in Section 22.02, based on service, to the date of the employee's termination of employment.

22.11 (a) Company Right to Schedule Vacation Shutdowns

Notwithstanding anything contained in this article the Company may schedule vacation shutdowns for periods not to exceed four (4) calendar weeks in any one (1) calendar year.

(b) Notice of Intent to Schedule Vacation Shutdown

The Company shall provide a minimum of thirty (30) calendar days notice of any such vacation shutdown referred to in Sub-Section (a) above.

(c) Employee Use of Vacation During Shutdown

Employees will have the option of scheduling their unused vacation entitlement and applicable vacation pay for the vacation year in which such shutdowns, as referred to in Sub-Section (a) above, occur.

Article 23 – Health and Welfare

23.01 (a) Group Insurance Benefits

During the term of this Agreement, the Company shall



make the following benefits available to eligible employees, effective the first (1<sup>st</sup>) of the month following the completion of six (6) months of continuous service: All part-time employees are eligible for benefits providing they meet the above criteria plus they must work a minimum of twenty (20) hours per week on a four (4) week running period. (Employees should make themselves aware of the terms and conditions of Company's benefit plans.)

1. ALBERTA HEALTH CARE INSURANCE PLAN
2. EXTENDED HEALTH CARE (All Eligible Employees and their Dependents)

Co-Insurance(\*): 100%

Deductible: \$25.00 per calendar year per employee (including dependents)

(\* ) The amount of financial participation that the insurance carrier will pay to the medical physician or practitioner towards the usual (reasonable and customary) charges for medically required services. The employee shall be responsible for charges that are assessed by a medical physician or practitioner that are in excess of the usual (reasonable and customary) charges for the medically required services and/or for any charges for any non-medically required service.

3. DENTAL CARE (All Eligible Employees and their Dependents)

Dental Service	Co-Insurance
	(**)Limitation/Restrictions

Basic	100%	Annual cleaning and Annual type X-Rays restricted to once every twelve (12) calendar months
Major restorative Services	50% (***)	\$1,500.00 annual maximum
Orthodontics	50%	\$1,500.00 Lifetime Maximum for dependent children younger than age 20

(\*\*) The amount of financial participation that the insurance carrier will pay towards the Canadian Life and Health Insurance Association Schedule (CLHIA) for the dental service(s) performed. Any costs that are either over and above the CLHIA Schedule, or in excess of a specified co-insurance level, shall be the responsibility of the employee.

(\*\*\*) This does not include dental work classed as cosmetic and certain services may be restricted or classed as not covered under terms of the carrier's basic policy.

#### 4. LIFE INSURANCE

A flat maximum benefit of twenty-five thousand (\$25,000.00) dollars.

#### 5. DEPENDENT LIFE

Coverage for spouse and each dependent child  
 -Spouse \$10,000.00

-Child \$5,000.00

6. ACCIDENTAL DEATH AND DISMEMBERMENT

In the event of accidental death a flat benefit of twenty-five thousand (\$25,000.00) dollars.

In the event of dismemberment the twenty-five thousand (\$25,000.00) dollars shall be pro-rated in accordance with the carrier's schedule.

7. WEEKLY INDEMNITY

Seventy (70%) percent of regular straight time weekly earnings rounded to the next multiple of \$1.00 if not already such multiple, to a maximum of \$500.00.

- Coverage Effective:            -First day of accident  
   -First day of  
   hospitalization  
   -Eighth day of disability  
   due to an illness

- Maximum benefit period: 17 weeks.

- No benefits payable if entitled to Workers' Compensation.

8. VISION CARE

All hourly employees and their eligible dependents

-Adult \$200.00/24months

-Child \$200.00/12months

9. EMERGENCY TRAVEL ASSISTANCE

All hourly employees and their eligible dependents

-Medical reimbursement \$1,000,000.00

10. OPTIONAL LIFE INSURANCE

All hourly employees

-in units of \$10,000.00 to a maximum of \$300,000.00

11. OPTIONAL ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

All hourly employees

-in units of \$10,000.00 to a maximum of \$300,000.00

(b) Attendance Credits

Without altering or otherwise mitigating the conditions, terms and/or provisions of the policy of the Company's contract carrier for the Weekly Indemnity Benefit provided under Section 23.01(a)(6) above the Company agrees to recognize the full attendance of its employees through the implementation and administration of a Policy and Procedure on "Attendance Credits".

23.02 Discontinuance of Group Insurance Benefits

Notwithstanding Section 23.01 of this article, the Company shall not be required to provide for the continuance of either the benefits nor the payment of any of the respective benefit premium costs of the benefits listed in Section 23.01 after:

1. Termination of employment as set out in Article 11, Section 11.04;

2. Six (6) months following the permanent closure of the Plant or section thereof.

### 23.03 Company to Supply Benefit Booklet

It is understood and agreed that all of the above benefits shall be subject to the individual policy conditions and that further details shall be set out in an employee benefit booklet. The Company shall provide the Union with a copy of such booklet.

### 23.04 (a) Company Entitlement to Change Carriers

The Company may change insurance carriers from time to time, but any such change will not result in a decrease of the benefits referred to in this article.

### (b) Union Recognizes Company is not the Insurer

The Union recognizes that the Company is not the insurer and all benefits are payable by the insurer and not the Company.

### 23.05 Pension

The **Company** agrees to participate in and contribute to the Canadian Commercial Workers' Industry Pension Plan. Contributions, along with a list of employees for whom they have been made, the amount of weekly contribution for each employee, and the number of hours worked or paid, shall be forwarded by the **Company** within the twenty-one (21) days after the close of the **Company's** four (4) or five (5) week accounting period.

The **Company** agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above. Effective January 1<sup>st</sup>, 2008, the **Company** agrees to

contribute to the Canadian Commercial Workers' Industry Pension Plan, twenty-five (\$0.25) cents per hour for all hours paid by the **Company** to members of the bargaining unit (hours paid shall include hours worked, vacation, General Holidays, sick days (not including Weekly Indemnity), jury duty, bereavement leave, etc.) up to a maximum of forty (40) hours per week. Effective January 1<sup>st</sup>, 2009, the **Company** agrees to contribute to the Canadian Commercial Workers' Industry Pension Plan, thirty (\$0.30) cents per hour for all hours paid by the **Company** to members of the bargaining unit (hours paid shall include hours worked, vacation, General Holidays, sick days (not including Weekly Indemnity), jury duty, bereavement leave, etc.) up to a maximum of forty (40) hours per week.

## Article 24 – Leaves of Absence

### 24.01 (a) Bereavement Leave

#### 1. Definition of Immediate Family and Entitlement – Funeral Within Province

In the event a death occurs in an employee's immediate family (spouse, son, daughter, mother, father, sister, brother, mother or father-in-law, common-law spouse) such employee, on request, shall be granted up to three (3) consecutive days including the day of the funeral.

#### 2. Entitlement – Funeral Outside Province

In the event a death occurs in an employee's immediate family (spouse, son, daughter, mother, father, sister, brother, mother or father-in-law, common-law spouse) and the deceased member of the employee's family was domiciled outside the Province of Alberta such employee, on request,

shall be granted up to four (4) consecutive days leave to attend the out of Province funeral. Such leave shall include the day of the out of Province funeral unless the day of such funeral is on a day other than a scheduled day of work.

### 3. Definition of Extended Family

In the event a death occurs of an employee's grandparent such employee, upon request, shall be granted one (1) paid day at the time of the funeral. Two (2) additional unpaid days to run consecutively with the paid day shall be available upon request provided such leave is requested at the onset.

#### **(b)** Pay at Straight Time

An employee granted leave in accordance with (a) above, shall receive regular straight time pay for such days that would have been normally worked.

#### **(c)** Common-Law Spouse Included in Definition of Immediate Family

Notwithstanding the definition of a "Common-Law Spouse" set out in Appendix "B" – Glossary of Terms, appended to and forming part of this Agreement, a Common-Law Spouse for the sole purpose of the administration of the Paid Leave provisions of Section 24.01(a), items (1) and (2) and Section 24.01(b) above shall be considered to be the immediate relative of the employee if the Common-Law Spouse is named as the employee's beneficiary in the Company's Benefit Plans.

#### 24.02 **(a)** Jury Duty

An employee who is called for jury duty or is subpoenaed as a witness (but not in his own defense)

shall be paid straight time wages, less any allowance received from the Court for regular hours absent from work. The employee will be required to provide the Company with proof of attendance prior to any payment for lost wages.

(b) Employee to Work Regular Shift when Not In Court

The employee will be required to report to work and work his normal shift when he is not required to attend court as a result of the subpoena referred to in (a) above.

24.03 Union Leave

The Company shall grant a leave of absence without pay to employees that are:

(a) Appointed or Elected as a Full-Time Officer

Except that not more than two (2) employees at any one time will be granted such leave, provided such leave does not exceed one (1) year for each employee.

(b) Appointed or Elected as Union Representatives

To attend to Union business, except that not more than five (5) employees at any one time will be granted such leave and not more than one (1) from any one department and provided that such leave does not exceed thirty (30) days for each employee.

24.04 Union to Provide Fifteen (15) Days Notice

The Union in requesting leave, in accordance with Section 24.03 above, shall give the Company a minimum of fifteen (15) calendar days written notice requesting the leave.



24.05 Leave Can Be Extended by Mutual Agreement

The leave granted by the Company in Section 24.03(a) above may be extended, upon mutual agreement, in writing, between the Company and the Union.

24.06 Full-Time Union Officials Retain Seniority

An employee appointed or elected to a full-time position with the Union shall maintain Company seniority, but shall not be entitled to any other benefits contained in this Agreement.

24.07 Return to Work of Union Official

Employees granted leave in accordance with Section 24.03(a) of this article may return to their former assignment, subject to their seniority and provided that they can satisfactorily perform the required work. Such employees will provide the Company with a minimum of **fourteen (14)** days prior written notice of his intention to return to work.

24.08 (a) Compassionate Leave

The Company may allow an employee a leave of absence without pay, for compassionate or personal reasons. Such leave will require prior written approval by the Company and an employee request must be submitted in writing as far in advance as possible.

(b) Company to be Reasonable when Granting Compassionate Leave

Without mitigating the Company's exclusive right to make the determination as to whether or not to grant the employee's request referred to in Section 24.08(a) above, the Company will not be unreasonable in making such determinations.

24.09 Employee Must Exhaust Vacation Prior to Compassionate Leave

Should a leave request be granted to an employee in accordance with Section 24.03(b) and Section 24.08 of this article, such approval will be conditional that the employee exhausts his annual vacation benefits before the approved leave day(s) start.

24.10 Paternity Leave

An employee about to become a father will be granted an unpaid leave of absence of two (2) days at the time of the birth or adoption of his child. The employee will give the Company advance notice of the expected date of birth or adoption and their intention to take this paternity leave. If the employee wishes to take the second day separately from the first he must take it within ten (10) days of the date of birth or adoption.

24.11 Parental Leaves

The Maternity and Parental leave listed below is to comply with the Alberta Employment Standards.

Maternity Leave

Employees may request a leave of absence without pay up to a maximum of fifteen (15) weeks because of pregnancy. Such request will be granted, provided the employee submits to the **Company**, a request in writing for such leave at least two (2) weeks prior to the date she intends to commence such leave, together with a certificate from a qualified medical practitioner, certifying that she is pregnant and indicating the estimated time of confinement. Such leave may at her discretion commence twelve (12) weeks or more (depending on medical requirements) prior to confinement

and the period, if any, between the dates of confinement mentioned in the certificate and the actual date.

Employees who are granted maternity leave will be responsible for the full cost of continuing the Company's benefit plan.

Where a pregnant employee, who has qualified for group benefits is disabled and cannot perform her regular duties, she may apply for sick benefits/group insurance benefits as per the Collective Agreement.

The employee, when returning to work at the end of her leave (maternity and/or parental leave), shall give the **Company** two (2) weeks notice of date of return.

Employees, who commence maternity leave, will have benefits reinstated upon return to work. The employee shall be returned to her former position at the completion of her leave of absence.

### Parental/Adoption Leave

An employee may request a parental or adoption leave of absence, without pay, for the care and custody of a newborn child or adoptive child under the law of the province. Such leave of absence will be to a maximum of thirty-seven (37) weeks. Further, such leave of absence shall be granted provided the employee requests the leave, in writing, at least two (2) weeks before the date specified in the application as the date the employee intends to commence the leave. The leave will be taken during the first fifty-two (52) weeks after the birth of the child or, in the case of adoption, after the child comes into the custody of the employee.

Employees who are granted a parental or an adoption leave will be responsible for the full cost of continuing the Company's benefit plan.

Employees, who choose not to maintain their benefit coverage under the Company benefit plan, will have their benefits reinstated upon return to work.

The employee, when returning to work, shall give the **Company** two (2) weeks notice of return to work.

The employee shall be returned to her former position at the completion of her leave of absence.

## Article 25 – Safety

### 25.01 Statement of Intent

The Company and the Union recognize the benefits to be derived from safe working conditions and work practices. Accordingly, it is agreed that employees, Union Representatives and Company Supervisors at all levels, shall cooperate to promote safe work practices, safe and healthy working conditions and the enforcement of safety rules. Further, employees of the Company are fully obligated to comply with all reasonable rules of conduct and safety established by the Company.

### 25.02 (a) Unsafe Working Conditions

It shall be the duty of an employee to report immediately to his immediate Supervisor any imminent unsafe working condition(s). When such situations arise, the Supervisor, with the employee and the Union safety representative, if he is on shift, will investigate the matter. The Supervisor is responsible for maintaining a safe working environment within his area and shall arrive at a speedy resolution to the identified situation. In determining the extent of the identified

unsafe condition and the necessary corrective action, the Supervisor may seek the opinion of others or call upon any or all available resources.

(b) Refusing to Perform Unsafe Act

The Company does not want an employee to work in any situation which is unsafe or hazardous. Where an employee is able to demonstrate, on reasonable grounds, that a condition of imminent hazard exists at a work location, the employee shall not be subject to discipline by reason of refusing to work at that place. In the event this situation arises, the employee will first immediately notify his immediate Supervisor. The employee concerned may request the assistance of a Union safety representative.

No employee will be required to perform work that he has reasonable grounds to believe constitutes imminent danger to himself or others nor will he be disciplined for such refusal. An employee who is unsure of the safety of any action should, prior to committing such action, discuss his concerns with his Supervisor and, if necessary, his Steward or safety representative. Any disagreement thereafter with respect to the safety of any act should be referred to the General Manager. If an employee refuses to perform his assigned duties without sufficient grounds, he may be subject to discipline. At the time of the refusal, the employee must specify the unsafe working conditions which formed basis for his refusal to work.

25.03 (a) Joint Safety Committee

The Company and the Union shall work together in establishing a Joint Safety Committee consisting of four (4) employee representatives, one (1) each representing Production, Portioning, Shipping, and the

Maintenance areas and four (4) representatives appointed by the Company.

(b) Authority of Joint Safety Committee

The Company and the Union recognize that the Joint Safety Committee can be a significant contributor to the promotion of safety and should be in place and maintained. It shall be the duty of the Joint Safety Committee to promote the desire on the part of all employees to work safely, to keep the premises and equipment in such condition that they will be safe for all employees, and to promote and advocate the observance of all safety rules and regulations.

(c) Appointment of Co-Chairmen

The Company and the Union shall each appoint one (1) of their appointees to the Joint Safety Committee to act as a Co-Chairperson of the Joint Safety Committee. The Co-Chairpersonship of the Joint Safety Committee will alternate every two (2) months or as otherwise mutually agreed.

(d) Union to Notify Company Safety Committee Appointees

The Union will notify the Company, in writing, of the names of their appointees of the Joint Safety Committee and the areas that they represent.

(e) Temporary Appointments

The Union and/or the Company may also nominate other employees as temporary replacements for the permanent Joint Safety Committee members who may be absent from time to time.

(f) Post Names of Permanent Safety Committee

The Company shall post the names of the permanent members of the Joint Safety Committee to the bulletin board(s).

25.04 (a) Safety Inspections/Tours

Once every month the Joint Safety Committee, on a date and time mutually agreed upon, shall inspect a specific work area of the operation. Immediately after each inspection, the Committee shall meet to prepare a report of its findings and to set a date and location for/of the next inspection and shall, as soon as possible thereafter, submit its findings to the General Manager or designate, the Joint Safety Committee, the Union and the Director of Inspections administering the Occupational Health and Safety Act for the Province of Alberta.

(b) General Duties of the Safety Committee

The general duties of the Committee shall be to make a thorough inspection of the pre-selected section of the premises for the purpose of determining hazardous conditions, to investigate unsafe practices and to receive complaints and recommendations with respect to these matters.

(c) Attendees on Safety Tour

The safety tour shall be comprised of the Co-Chairpersons, and the employee and Company Safety Representatives.

25.05 Six (6) Month – Entire Operation Tour

If required, once every six (6) months, the Joint Safety Committee will tour the entire operation.

25.06 Serious Accident Protocol/Investigation Report

Whenever a serious accident occurs, whether or not involving injury, the Employee Safety Committee Chairperson, or his designate, shall be immediately notified by the Company and permitted access to the place of the accident to participate in the investigation along with the Company's Safety Committee Chairperson, or his designate. Copies of the resultant investigation report will be circulated to all members of the Joint Safety Committee. This provision shall be subject to the Occupational Health and Safety Statute and Regulations of the Province of Alberta.

25.07 (a) Remuneration for Employees on Safety Committee

Time spent during an employee's regular working hours on monthly safety inspections and subsequent on site meetings will be considered time worked and will be used for the purpose of calculating overtime entitlement.

(b) Remuneration for Employees on Safety Committee

Time spent at the Company's Plant operations, outside an employee's scheduled regular working hours, as required by the Joint Safety Committee on monthly inspections and subsequent meetings will be paid at the employee(s) regular straight time rate and such time will be used for the purpose of calculating overtime entitlement.



25.08 Employee Input/Safety Suggestions

Employees are encouraged to put forth to the Joint Safety Committee, suggestions for improvements in order to improve the safety effectiveness of the Company's operations.

25.09 Safety Committee Scope Changed by Mutual Agreement

The Company and the Union may, upon mutual agreement, change the terms of reference and the composition of the Joint Safety Committee to improve its effectiveness.

25.10 General Safety Meetings

The Company will institute general safety meetings on a regular basis on Company time. Suggestions and/or complaints tendered by employees at these general meetings shall be discussed and recorded and then forwarded to the Joint Safety Committee for their review and action at their next regularly scheduled committee meeting.

25.11 (a) Safety Equipment

The Company shall supply safety equipment, as listed (but neither equal nor limited to) in Section 25.12 of this article, on a loan basis to employees that are deemed by the Company to require such equipment in the performance of any work the employee may be assigned.

(b) Equipment Not To Be Removed

The equipment referred to in Section 25.11 (a) above shall not be removed from the Company's plant site.

(c) Sign for Equipment

The employee loaned such equipment referred to in Section 25.11 (a) above shall be required to sign for the article(s) loaned and return said article(s) in good and serviceable condition, fair wear and tear excepted, to the Company when either his assignment no longer requires the use of such article(s) or when the employee(s) is laid off or terminates his employment with the Company.

(d) Consequences of Failure to Return Equipment

An employee(s) who fails to return a loaned article(s) in accordance with Section 25.11 (c) above shall be charged with the replacement cost of the article(s) in question.

(e) No Abuse of Company Property

Employees shall maintain and not deface in any way, equipment supplied by the Company.

(f) Eligibility for Equipment as Determined by Company

The nature of the work and the conditions, under which the work is performed, as determined by the Company, will govern the issuance of any safety equipment.

25.12 Listing of Safety Equipment

Hard Hats	Safety Glasses
Hearing Protectors	Safety Locks
Mesh Gloves	Switch Gear Locks
Belly Guards	Aprons
Knife Scabbards	Gloves
Wrist Guards	Face Shields

## 25.13 Medical Examinations

### (a) Cost of Annual Exams Borne by Company

The cost of annual medical examinations, required in compliance with the Government of Canada – Meat Inspection Act and/or such other health regulation(s) that the Company may be required to comply with to become a recognized (listed) supplier of meat products shall be paid for by the Company.

### (b) Mandatory Pre-Employment Medicals

All new and/or rehired employees shall be required to take pre-employment medical examination prior to starting his first shift.

### (c) Cost of Additional Medical Exams Borne by the Company

Medical examinations required by the Company, other than those required under Section 25.13 (b) above, shall be paid for by the Company and shall be completed without loss of pay by the employee.

### (d) Company to Supply Physician Names

The Company shall specify the name(s) of the medical physician(s) to complete the required medical examinations, as specified in Section 25.13 (a) and (b).

## 25.14 Substance Abuse Policy

The possession of and/or use of alcohol, drugs (other than those drugs that have been specifically prescribed by an accredited medical doctor in the Province of Alberta) or other mind and/or behavior altering substance(s) by any employee

during the work day, or prior to that work day if the employee shows any sign of residual impairment, shall be immediate grounds for suspension and may, after investigation, result in the employee(s) termination of employment from the Company.

25.15 Mandatory Requirement to Report All Accidents at Work

An employee should report any work related illnesses or injuries, to their immediate Supervisor, regardless of how minor, prior to the completion of the shift in which the problem occurs. An employee suffering from illness or injury should avoid engaging in activities that would be a detriment to their recovery.

Article 26 – Work Clothing and Specialty Tools

26.01 (a) Company to Supply Protective Clothing and Specialty Tools

The Company shall supply protective clothing and specialty tools, as listed (but neither equal nor limited to) in Section 26.02 of this article, on a loan basis to employees that are deemed by the Company to require such protective clothing and specialty tools in the performance of any work the employee may be assigned.

(b) Protective Clothing and Specialty Tools – Not to be Removed

The protective clothing and specialty tools referred to in Section 26.01(a) above shall not be removed from the Company's plant site.

(c) Protective Clothing and Specialty Tools Articles – Employees to Sign Out

The employee loaned such protective clothing and specialty tools shall be required to sign for the article(s) loaned and return said article(s) in good and serviceable condition, fair wear and tear excepted, to the Company when either his assignment no longer requires the use of such article(s) or when the employee(s) is laid off or terminates his employment with the Company.

(d) Protective Clothing and Specialty Tools – Charged if not Returned

An employee who fails to return a loaned article(s) in accordance with Section 26.01 (c) above shall be charged with the replacement cost of the article(s) in question.

(e) Protective Clothing and Specialty Tools – Laundry Service

The Company shall provide a laundry and maintenance program, for the items of protective clothing that are launderable, that shall provide each employee who requires such launderable protective clothing with one (1) item of each such article deemed as required by the Company to perform the work assigned. On the return of a soiled article(s) the employee shall be issued a clean article(s) on a one (1) for one (1) exchange. Employees shall be responsible for the return and pickup of these launderable clothing articles at designated points.

(f) No Defacing Company Property

Employees shall maintain and not deface in any way,

protective clothing or specialty tools supplied on loan to an employee by the Company.

(g) Company to Decide Eligibility for Protective Clothing

The nature of the work and the conditions, under which the work is performed, as determined by the Company, will govern the issuance of any protective clothing or specialty tools to any employee or group of employees.

26.02 List of Protective Clothing and Tools

Clothes

Freezer Coats\*  
Gloves  
Hair/Beard Nets  
Smocks  
Coveralls  
Sleeves and Aprons

Special Tools

Knives  
Steels  
Meat Trimmer Hooks

\*Freezer coats shall be issued to Freezer employees and replaced at no cost to the employee provided the Freezer coat is handed in for replacement and shows sufficient wear and tear to warrant replacement. Freezer coats lost or damaged due to abuse will be replaced at the cost of the employee.

26.03 Protective Footwear

(a) CSA Approved Footwear

All safety footwear shall be C.S.A. approved.

(b) Mandatory and Employee Supplied

In the area(s) of the Company's operations where employees are required to wear safety footwear, the affected employees shall be required to purchase and

provide their own safety footwear.

### Replacement Payment-Safety Boot Allowance

To offset the cost of such safety footwear purchases by the employees, the Company will provide regular employees with a cash allowance of **one hundred twenty-five (\$125.00)** dollars payable once per full contract year upon presentation to the Company of bona fide proof of purchase for replacement safety footwear together with the safety footwear being replaced. (Must get through probationary period)

#### **(c)** Cash Allowance – Repayable on Quit or Termination

The cash allowance referred to in Section 26.03 (c) of this article shall be repayable on a pro rata basis should the employee quit or is terminated in his first year of service.

## Article 27 – Tool Allowance

### 27.01 Maintenance Tool Allowance

The Company shall pay to each maintenance employee a yearly tool allowance of two hundred (\$200.00) dollars provided such employees purchase tools for their tool kit. Receipts and tools bought to be verified by Maintenance Foreman.

### 27.02 Loss of Tools Reimbursement

The Company shall reimburse Tradesmen for the loss of tools and cabinets damaged by fire or disaster, not caused by any employee, while on Company property. Tradesmen shall provide the Company with a verified list of his tools on Company property.

### 27.03 Specialty Tools Loan

- (a) The Company shall provide to employees on a loan/return basis specialty tools that are not normally a part of a Tradesman's required tool kit.
- (b) The employee loaned such tools referred to in Section 27.03(a) above shall be required to sign for the tool(s) loaned and return said tool(s) in good and serviceable condition, fair wear and tear excepted, to the Company.
- (c) An employee(s) who fails to return a loaned tool(s) in accordance with Section 27.03(b) above shall be charged with the replacement cost of the tool(s) in question.

## Article 28 – Term of Agreement

### 28.01 Term

This Agreement shall be in full force and effect from the first day (1<sup>st</sup>) of January, **2014**, to the thirty-first (31<sup>st</sup>) of December, **2016**, and thereafter from year to year.

### 28.02 Notice to Bargain (maximum of 120 days/minimum of 60 days)

The provision of Section 28.01 of this article shall be subject to the right of either party to give written notice not more than one hundred twenty (120) calendar days or less than sixty (60) calendar days prior to the original or any subsequent termination date of this Agreement, requiring the other party to commence collective bargaining with the intent of concluding a renewal Agreement.



28.03 Continuation of Agreement

Should either party give written notice to the other party pursuant to Section 28.02 of this article, this Agreement shall thereafter continue in full force and effect until the Union or the Company shall give written notice of other action, and such other action has commenced, in accordance with the Labour Relations Code of the Province of Alberta, or the parties conclude a renewal Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_\_.

For The Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For The Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Committee:

Gilbert Mayan  
***Jun Cayetano***

***Union*** Committee:

Sherry Trofin  
***Alfredo Balane***  
Joe Attwood  
Lee Clarke

This Agreement was ratified on October **23<sup>rd</sup>, 2014.**

## Appendix "A"

### Wages

Increase all job classification rates by **one dollar twenty cents (\$1.20)** over the term of the Agreement, as follows:

January 1<sup>st</sup>, **2014** – **\$0.60**

January 1<sup>st</sup>, **2015** – **\$0.30**

January 1<sup>st</sup>, **2016** – **\$0.30**

### Retroactivity

All employees on payroll as of date of ratification (October **23<sup>rd</sup>, 2014**) shall receive a lump sum payment, less applicable deductions, for the increase on January 1<sup>st</sup>, **2014** for all hours paid from January 1<sup>st</sup>, **2014** at either straight time or overtime, as applicable. Payment shall be made within thirty (30) days of ratification.

All other changes to the Collective Agreement will take effect in the first full pay period following ratification, except as specifically noted.

Part A. Production

	<u>Effective <i>January 1<sup>st</sup>, 2014</i></u>		
<u>Level</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>
Base/Labour	<b>\$14.10</b>	<b>\$15.35</b>	<b>\$16.60</b>
Shipping	<b>\$17.30</b>	<b>\$18.30</b>	
Machine	<b>\$17.30</b>	<b>\$18.30</b>	
Meat Cutter/Saw LVL 1	<b>\$17.30</b>	<b>\$18.30</b>	
Meat Cutter/Saw LVL 2	<b>\$18.30</b>	<b>\$19.30</b>	

	<u>Effective <i>January 1<sup>st</sup>, 2015</i></u>		
<u>Level</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>
Base/Labour	<b>\$14.40</b>	<b>\$15.65</b>	<b>\$16.90</b>
Shipping	<b>\$17.60</b>	<b>\$18.60</b>	
Machine	<b>\$17.60</b>	<b>\$18.60</b>	
Meat Cutter/Saw LVL 1	<b>\$17.60</b>	<b>\$18.60</b>	
Meat Cutter/Saw LVL 2	<b>\$18.60</b>	<b>\$19.60</b>	

	<u>Effective <i>January 1<sup>st</sup>, 2016</i></u>		
<u>Level</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>
Base/Labour	<b>\$14.70</b>	<b>\$15.95</b>	<b>\$17.20</b>
Shipping	<b>\$17.90</b>	<b>\$18.90</b>	
Machine	<b>\$17.90</b>	<b>\$18.90</b>	
Meat Cutter/Saw LVL 1	<b>\$17.90</b>	<b>\$18.90</b>	
Meat Cutter/Saw LVL 2	<b>\$18.90</b>	<b>\$19.90</b>	

Part B. Maintenance

	<u>Effective <i>January 1<sup>st</sup>, 2014</i></u>				
<u>Level</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>	<u>9 Months</u>	<u>12 Months</u>
General Maintenance	<b>\$17.10</b>	<b>\$18.98</b>	<b>\$20.85</b>	<b>\$22.48</b>	<b>\$23.80</b>
Journeyman (Alberta Certified)	<b>\$28.30</b>	<b>\$29.80</b>			
CET – Certified Electronic Technician	<b>\$28.30</b>	<b>\$29.80</b>			

	<u>Effective <i>January 1<sup>st</sup>, 2015</i></u>				
<u>Level</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>	<u>9 Months</u>	<u>12 Months</u>
General Maintenance	<b>\$17.40</b>	<b>\$19.28</b>	<b>\$21.15</b>	<b>\$22.78</b>	<b>\$24.10</b>
Journeyman (Alberta Certified)	<b>\$28.60</b>	<b>\$30.10</b>			
CET – Certified Electronic Technician	<b>\$28.60</b>	<b>\$30.10</b>			

	<u>Effective <i>January 1<sup>st</sup>, 2016</i></u>				
<u>Level</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>	<u>9 Months</u>	<u>12 Months</u>
General Maintenance	<b>\$17.70</b>	<b>\$19.58</b>	<b>\$21.45</b>	<b>\$23.08</b>	<b>\$24.40</b>
Journeyman (Alberta Certified)	<b>\$28.90</b>	<b>\$30.40</b>			
CET – Certified Electronic Technician	<b>\$28.90</b>	<b>\$30.40</b>			

## Appendix “B”

### GLOSSARY OF TERMS

#### Arbitration Board

Shall mean a three (3) person board or where appropriate, a single arbitrator.

#### Union

Means the United Food and Commercial Workers Canada Union, Local No. 401.

#### Bargaining Unit

Shall mean the unit of persons defined as employees within the “certification” granted to the United Food and Commercial Workers Canada Union, Local No. 401 by the Labour Relations Board of Alberta under Certificate Number 84-2010 dated March 8<sup>th</sup>, 2010.

#### Complaint/Grievance

Shall mean a difference over the interpretation, application, administration or alleged violation of a provision(s) in the Collective Agreement, which has been submitted in writing from one party to the other party clearly specifying the nature of the issue(s), the Article(s) and/or Section(s) and/or Sub-Section(s) in dispute and the remedies sought.

#### Company

Shall mean ***Mountain Creek Farms.***

## Dependent Child

Child means any biological child, legally adopted child or stepchild who is not married and for whom you provide financial support for the basic necessities of life. The child must be a resident of Canada and not eligible under this contract as a covered person, and must be one of the following:

- (1) under the age of 18 years; or
- (2) under the age of 25 years and a registered student in full-time attendance at an accredited college or university. For the purpose of this definition, full-time attendance will be deemed to include any period of up to four (4) months between any two (2) periods of full-time attendance; or
- (3) unable to work in self-sustaining employment due to serious and permanent disability. Such disability must have existed while the child satisfied the conditions under (1) or (2) above. You must provide satisfactory proof to the current insurance carrier as often as requested that the child remains unable to work for these reasons and remains dependent on you for financial support for the basic necessities of life.

## Employee – Eligible

Shall mean an employee who is a “regular employee” that has completed the level of continuous service with the Company required to qualify for participation in the various health and welfare programs contained within the Collective Agreement.

## Employee – Regular

Shall mean an employee of the Company, within the “bargaining unit”, that is no longer a probationary employee, as defined by the Collective Agreement and has achieved a seniority rights status.

## Fee Guide – Dental

Shall mean the schedule of fees for dental services/procedures as set and published from time to time by the Canadian Dental Association and which “Fee Guides” are used by the Company’s Dental Plan Insurance Carrier to establish the limits of their financial responsibility for the dental service/procedure being, or to be, completed.

## Lead Hand

A Lead Hand acts as a leader of a group or groups of employees working on similar or related work. He/she assigns work to the employees as directed by the Supervisor and works along with, and coordinates work among them. The Lead Hand functions as a work leader and not as a Supervisor. He/she is responsible for the correct completion of work, but not for disciplinary action or other personnel matters which are the responsibility of the Supervisor to whom the Lead Hand reports.

## Meeting

Shall mean a meeting called by the Company that requires the employees in general to attend a general business or information meeting, or specific employees in particular to participate in committees that have been constituted in accordance with the provisions of the Collective Agreement, but shall not include meetings between the Company and the Union that are specifically required for the purposes of Collective Bargaining.

## Parties

Shall mean the Company and the Union.

## Regular or Straight Time Rate of Pay

Shall mean the rate of pay for the Pay Class and typical job functions therein as identified in Appendix "A" attached to and forming part of the Collective Agreement exclusive of any allowances, premiums or overtime.

## Spouse

Spouse means one person, who resides in Canada, who is not eligible under this contract as a covered person, and is:

- (1) The person to whom you are lawfully married through an ecclesiastical or civil ceremony; or
- (2) A person who has been living with you for a continuous period of at least one (1) year, and has been publicly represented by you as your spouse.

## Supervisor

Shall mean a salaried employee of the Company functioning in a position of designated authority, from the first level of supervision and above, over a group of hourly rated employees to accomplish an assigned task(s) and/or work operation.



## Letters of Understanding

Between:

***MOUNTAIN CREEK FARMS***

And:

UNITED FOOD AND COMMERCIAL WORKERS CANADA UNION,  
LOCAL NO. 401

### Various Subjects

1. Loss of Seniority and Termination  
(Re: Article 11.04 (d))

The parties agree that during a lay-off the Company will continue to provide for the continuance of benefits to each such employee laid off and provide for the payment of the respective benefit premium costs listed in Article 23.01 for a period not exceeding ninety (90) days, providing that the payment for such benefits does not have the effect of extending the seniority of the affected employee(s) past such ninety (90) day period.

2. Completion of the Plant's Normal Daily Production Cycle  
(Re: Article 16 – Hours of Work and Overtime)

The Union agrees to provide its assurance that it will exert its individual and collective efforts to ensure that the Company can complete the Plant's normal daily production cycle, particularly the Plant's daily production cycle for the last production day in a given week.

3. Calculation of Vacation Pay  
(Re: Article 22.04 – Vacation Entitlement and Pay)

Example of “V” (Vacation Pay) calculation:

Regular Hours	1,620
Vacation Hours	80
Statutory Holiday Hours	88
Bereavement Leave	8
Attendance Credits Paid	16
Overtime Hours Worked	<u>138</u>
	1,950 hours

Rate of Pay = \$10.00 per hour:

Total Hours:	1,950 hours
Rate of Pay:	<u>X\$10.00</u>
Total Earnings	\$19,500.00
“V” Entitlement	<u>X2%</u>
“V” Pay	\$390.00 per week of vacation entitlement.

4. Administration of “Attendance Credits”  
(Re: Article 23.01(b))

The parties agree that the protocol that will be followed for the establishment and administration of “Attendance Credits” will be:

1. The Company will award each regular employee an “Attendance Credit” equivalent to one half (1/2) day or four (4) regular hours that each such employee works for his full scheduled shifts in each calendar month of each calendar year.
2. “Attendance Credits” will be accumulated in the calendar year in which such credits are earned.

3. In the calendar year immediately following the calendar year in which the “Attendance Credits” have been earned and accumulated the Employee may use such “Attendance Credits” to reduce the required waiting period specified for a non-hospitalized injury or sickness in Article 23.01(a) (6) of the Collective Agreement.
4. “Attendance Credits” may only be applied one (1) year in arrears from the year in which they have been earned.
5. “Attendance Credits” shall only be accumulated for a given calendar year and the balance of such credits not used (as in item #3 above) at the end of the calendar year following the calendar year in which they were earned shall be forfeited and not carried over into subsequent calendar year(s).
6. Absences from scheduled work as a result of approved leaves of absence as provided under Article **24**, Sections 24.01, 24.02 and 24.03 and vacation days, provided such vacation days taken are the current vacation year’s entitlement, shall be considered for the purposes of determining an earned “Attendance Credit” in a given calendar month, as a day worked.
7. All other absences, including those absences as a result of approved compassionate leave(s) provided under Article 24.08 and absences offset by Workers’ Compensation shall be considered, for the purposes of determining an earned “Attendance Credit” in a calendar month, as a day not worked.

## 5. Complaint/Arbitration Procedure

It is understood and agreed between the parties that in the event a member, or former member, of the Union is successful in application to the Labour Relations Board dealing with the Union’s

duty of fair representation and the ruling of the Board is to the effect that the Union should file a grievance or arbitrate the matter, the grievance and arbitration procedure contained in the Collective Agreement shall be open and available. This Agreement shall be considered null and void should the Union plead no contest during its appearance before the Labour Relations Board in response to such an appeal made by an employee or former employee.

6. W.C.B. Claims

The **Company** agrees to advise the Union office when an employee's Workers' Compensation Claim is challenged. The Union agrees to advise the **Company** when an employee's Workers' Compensation Claim is appealed.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_\_.

For The Company:

For The Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Committee:

**Union** Committee:

Gilbert Mayan  
**Jun Cayetano**

Sherry Trofin  
**Alfredo Balane**  
Joe Attwood  
Lee Clarke

This Agreement was ratified on October **23<sup>rd</sup>, 2014.**