

**EXPIRES: April 30, 2003**

AGREEMENT BETWEEN:

**J. M. SCHNEIDER INC.**  
**ONE WARMAN ROAD,**  
**WINNIPEG, MANITOBA**  
(hereinafter referred to as the "Company")

AND

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

WHEREAS: The Company and the Union desire to promote harmonious relations between the Company, the Union and the employees of the Company covered by this Agreement and the parties agree to the best of their ability to provide for a competitive and profitable company by satisfying the service and product quality needs of its customers.

NOW THEREFORE: The Company and the Union mutually agree as follows:

**ARTICLE 1      PURPOSE**

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

**ARTICLE 2      BARGAINING AGENCY**

2.01                    J. M. Schneider Inc. recognizes the United Food and Commercial Workers Union, Local No. 832, as the sole agency for the purpose of collective bargaining for all employees of the company known as J. M. Schneider, Inc. engaged in cutting operations in the province of Manitoba, excluding persons performing office functions, production supervision, transportation of hogs, operation of cafeteria, janitorial services, lawn care, snow removal, security and those excluded by the Manitoba Labour Relations Act. The Union shall exercise its rights in a manner consistent with the provisions of this collective agreement.

2.02                    Contracting Out The Company will not contract out work now being

13095(01)

performed by employees covered by the bargaining unit, except in emergency situations or work that cannot be performed by the bargaining unit employees, or for work which cannot be produced efficiently and economically in the opinion of the Company. Construction and installation is not work normally performed by the bargaining unit and is therefore not subject to any contracting out restrictions. The Company agrees, however, that any Maintenance Department employee who is capable of installation of new equipment or machinery shall, as per past practice, continue to perform that function.

### **ARTICLE 3                    UNION REPRESENTATIVE'S VISITS**

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

3.02                    When entering the plant and before visiting the plant, the Union Representative shall contact the management representative and advise that they intend to visit the plant. The Company shall then allow the Chief Steward or designate to accompany the Union Representative during such visits.

3.03                    Under no circumstances will a Union Representative interrupt, disrupt or stop any employee while engaged in the performance of their duties. If the Union Representative wishes to speak to any employee, permission is required first from the Operations Supervisor, who shall not unreasonably deny this request.

3.04                    When in the plant, the Union Representative will follow and observe all policies governing plant operation.

### **ARTICLE 4                    DEDUCTION OF UNION DUES**

4.01                    The Company agrees to deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by regular and proper vote of the membership of the Union. The Company further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Company shall also provide the Union with any name change of employees, and names and termination dates of employees who have terminated their employment in that accounting period.

4.02                    Each year the Company shall calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T-4 slip for each employee.

**4.03** The Company agrees to provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee his or her responsibility in regard to the payment of Union dues and initiation fees. The contents of such letter must be agreed upon by the Company.

**4.04** The Company agrees to forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Company.

**4.05** The Company shall provide the Union with a list containing the current names, addresses and telephone numbers of all bargaining unit employees whenever a written request to do so is received from the Union. Such written requests will not be made more than three (3) times per year.

---

**E 5      UNION MEMBERSHIP**

**5.01** The Company agrees that it shall be a condition of employment that any employee, who at the date of signing of this Agreement is a member of the Union in good standing shall maintain such membership. Employees hired on or subsequent to the date of the signing of this Agreement shall as a condition of employment become members of the Union within thirty (30) days following the date of their employment, and shall thereafter maintain membership in the Union in good standing. Employees who have not completed their probationary period at the date of the signing of this Agreement shall similarly be required to become members of the Union within thirty (30) days following that date.

**5.02** The Company will procure from such new and probationary employees the necessary membership applications and the membership in the Union shall be granted within the above mentioned thirty (30) day period. For the purpose of this Agreement, employees who are or who become members shall be deemed to maintain membership in the Union in good standing, provided they pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly dues and periodic assessments uniformly required of all members of the Local Union. The Company will inform the Union Steward within forty-eight (48) hours of all new employees.

**5.03**                      UFCW Insignia Stickers

Employees who so desire will be permitted to attach one (1) UFCW insignia sticker to the front of their hard hats. Where this is done, it is the employee's responsibility that the sticker remains properly attached and in good condition.

**5.04**                      No Discrimination

It shall continue to be the policy of the Company and of the Union not to discriminate against any employee because of race, colour, creed, ethnic or national origin, gender, sexual orientation, family status, physical or mental handicap, marital status or Union activity.

## **ARTICLE 6**            **MANAGEMENT**

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

6.02            The Company shall be the sole judge as to the merchandise to be handled.

6.03            The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth, the management, therefore, retaining all rights not specifically covered in this Agreement provided this will not be used for the purpose of discrimination against any employee or to avoid any of the provisions of this Agreement. The Company agrees that it will exercise its management rights in a manner consistent with the provisions of this collective agreement.

## **ARTICLE 7**            **UNION STEWARDS**

7.01            The Company agrees to recognize all Union Stewards appointed and/or elected by the Union to represent employees in the bargaining unit. The Company further recognizes the right of the Union Stewards to oversee the terms of the Collective Bargaining Agreement being implemented and for the purpose of presenting complaints and/or grievances to management. Union Stewards shall be regular employees of the Company, and the Company shall be advised immediately by the Union of any change in Union Stewards. The parties agree that no more than two (2) Union Stewards shall be present at any meeting with management.

### 7.02            Orientation

The Plant Manager or Foreperson shall introduce new employees to the Union Steward in the Department, who will then arrange time, either during lunch or coffee breaks, to meet with the new employees for the purpose of informing the employees of the general conditions and responsibilities with respect to the collective bargaining agreement.

### 7.03            Grievance Investigation

The Union Steward shall be allowed time off, with pay, during regular working hours, for the purposes of investigating any grievances. Stewards requesting time off the job to investigate grievances must make their request through their foreperson. Within one (1) hour of such request the Steward will be released providing the efficiency of the operation will not be affected.

7.04 The Company shall not discriminate against any member of the bargaining unit and/or Union Steward for exercising their rights under the terms of the Collective Agreement.

7.05 Union Stewards shall be allowed to wear their Union Steward badge while on duty.

## **ARTICLE 8**      **GRIEVANCE PROCEDURE**

8.01 Should any differences arise between the Company and the Union or between the Company and the employees, or between the employees of the Company, or should any local trouble of any kind arise in the plant pertaining to matters involved in this Agreement, or incident to the employment relations, there shall be no strike, stoppage, slowdown, or suspension of work on the part of the Union or its members, or lockout on the part of the Company, on account of such dispute. An earnest effort shall be made to settle all such matters immediately in the following manner and order.

8.02 The Union Shop Committee, as indicated in Article 7.01, who shall be regular employees of the Company, shall handle all grievances and dealings with the management. Not more than two (2) members of the Shop Committee shall be present at any meeting with management.

8.03 The following procedure shall be applicable progressively to the adjustment of disputes and grievances:

The employee and/or the Union Steward shall discuss the concern with the immediate supervisor and if a satisfactory settlement is not reached a grievance may be entered starting at Step 1.

8.04 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party. It is agreed that no more than five (5) working days shall be counted during each calendar week.

8.05 All grievances must be submitted in writing.

8.06 The procedure for adjustment of grievances and disputes by an employee shall be as follows:

**STEP 1:** By a discussion between the employee and, Union Steward and/or the Union Representative, with the employee's immediate supervisor or his or her designated appointee. The immediate supervisor or his or her designated appointee shall reply to the grievance, in writing to the Union, within five (5) calendar days. If a satisfactory settlement has not been reached, the Union Representative or employee may proceed to Step 2.

**STEP 2:** The Union Representative or Representatives may take the matter up with the Company official designated by the Company to handle Labour Relation matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

8.07 If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision, from either party, but not thereafter, the matter may then be referred to an Arbitrator, selected in accordance with Article 9 - Arbitration.

8.08 Rate of Pay Grievance

When a grievance which is not a matter subject to Appendix A-2 and A-3, and which affects the rate of pay of any employee is not amicably disposed of but subsequently is settled satisfactorily, and as a result of such settlement the wages of the employee are increased, such increase shall be made retroactive to the date of which the error was made but not more than sixty (60) days prior to the grievance being initiated in writing.

8.09 Company and Union Grievance

Either the Company or the Union may initiate a grievance. Such grievance will commence at the second step. If a grievance is filed as a result of action of officials of either the Company or the Union it shall be dealt with beginning with the second step as set out in this Agreement.

8.10 Grievance Meetings

Grievance meetings shall continue to be held on Company time during regular hours, and members shall be paid for the time they would normally be working in their department.

**ARTICLE 9** **ARBITRATION**

9.01 After one of the parties indicates they are taking the matter to arbitration, the matter shall be referred to a single Arbitrator as indicated in section 9.02.

In the interest of settling a grievance prior to an arbitration hearing, either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. During the life to this collective bargaining agreement, the parties may mutually agree to a list of mediators other than the mediators provided from the Province of Manitoba Conciliation Services.

9.02 A grievance shall be referred to the single Arbitrator as indicated below according to the date of the grievance to the following panel of individuals:

- (1) Mr. Paul Teskey
- (2) Mr. William Hamilton
- (3) Mr. Blair Graham
- (4) Mr. David Marr

commencing with the name following the name of the last Arbitrator, and commencing again at the beginning of the panel after coming to the end of the panel. For the purpose of such allocation a case which has been withdrawn from arbitration shall be deemed not to have been withdrawn from arbitration. If in any case the Arbitrator allotted is unwilling or unable to act, the individual whose name follows his in the panel shall be submitted as the Arbitrator.

9.03 Whenever one of the parties refers a matter to arbitration, the matter shall be heard within thirty (30) calendar days for suspension or termination and ninety (90) calendar days for any other matters. The matter shall be heard within that time limit unless both parties mutually agree to a date beyond the thirty calendar day or ninety calendar day requirement, or in the event that none of the four arbitrators listed above are available to meet within the 30 calendar day requirement or 90 calendar day requirement, whichever is applicable. If the parties cannot mutually agree to a date beyond the 30-calendar day requirement, or 90-calendar day requirement, whichever is applicable, the matter shall be referred to the selected Arbitrator who shall have the right to decide on the matter. In no event can a hearing be extended to a period longer than another thirty (30) calendar days. The Arbitrator shall have thirty calendar days to render a decision in regard to any matters dealing with suspension or termination, and ninety (90) calendar days from the last date of the hearing on any arbitration cases referred to him or her other than suspensions or terminations.

9.04 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he deems essential to a full understanding and determination of the issues involved. In reaching his or her decision, the Arbitrator shall be governed by the provisions of this Agreement.

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

9.06 The decision of the Arbitrator shall be final and binding upon all parties concerned.

9.07 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement, except as indicated in Section 9.05 above. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Agreement or which involves the determination of a subject matter not covered by or arising

during the term of this Agreement.

**9.08** It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operation, as a result of any grievance. The parties shall act in good faith in accordance with the provisions of Section 8 of this Agreement.

**9.09** The expense and fee of the Arbitrator shall be borne equally by the parties to the arbitration proceedings.

## **ARTICLE 10      DISCIPLINE**

**10.01** No employee shall be disciplined by management without a Union Steward being present.

### **10.02**                      Removal of Disciplinary References

The Company will remove all disciplinary references from the employee's personnel file twenty-four (24) months following the date of occurrence, after which the Company shall not use any such disciplinary references against the employee at a later date. This time frame of twenty-four (24) calendar months shall not include periods of lay-off or periods of leave of absence without pay.

### **10.03**                      Access to Personnel File

Employees covered by this Agreement shall have access to their own personnel file upon request. The employee may review their file in the presence of a member of management. Should the employee wish to be accompanied by a Union Steward, except for purposes of grievance investigation, such time will be unpaid.

## **ARTICLE 11      WAGES**

**11.01** Provisions respecting the application of rates of pay for all employees shall be set out in Appendix "A" and form part of this Agreement.

### **11.02**                      Injury at Work

An employee injured while working in the plant shall suffer no loss of earnings for the hours he or she would have normally worked but were lost on the day in which the accident occurred. Employees will be required to provide written confirmation from the attending physician of treatment and inability to return to the workplace for the balance of the shift if requested by management. Employees must notify management of their injury before leaving the workplace.



**ARTICLE 12**      **PREMIUM PAY**

12.01                      **Night / Off-Shift Premium**

A night premium of fifty (50¢) cents per hour will be paid for all shifts, other than day shift. All hours beyond 3:00 p.m. (other than overtime) will have an off shift premium of fifty (50¢) cents per hour. Such premium shall not be considered part of such employee's basic rate.

12.02                      **Lead Hand Premium**

An employee designated as a lead-hand by management shall be paid thirty (30¢) cents per hour for all hours worked as lead-hand.

12.03                      **Corporate Trainer**

An employee designated as a Corporate Trainer by Management shall be paid an additional thirty cents (30¢) per hour for all hours worked as a Corporate Trainer.

**ARTICLE 13**      **HOURS OF WORK**

13.01                      The work week shall be forty (**40**)hours to be worked as follows:

(a)      **An** employee shall be scheduled five (**5**) days at eight (**8**) hours per day, Sunday to Saturday inclusive. The Company agrees that a four (**4**) day ten (10) hours per day work week may be established during the life of this agreement, providing agreement is reached between the Company and the Union.

(b)      The Company agrees to guarantee to its employees on payroll prior to August 27, 2000, a minimum of thirty-seven (37) hours pay in one (1) week, including overtime hours worked of up to five (**5**) overtime hours per week. Employees hired on or after August 27, 2000 will be guaranteed a minimum of thirty-two (32) hours pay in one (1) week, including overtime hours worked up to five (**5**) overtime hours per week. (One overtime hour worked shall count as one hour for the purpose of calculating up to five hours so mentioned. This minimum guarantee in Article 13 does not apply to students or temporary employees.)

(c)      All employees requested to report for work on any given day shall be guaranteed at least four (**4**) hours pay for that day.

(d)      In the event of one (1) general holiday falling on a non-scheduled day, the guarantee shall be increased by eight (**8**) hours. If two (2) general holidays fall on non-scheduled days in the same week, the guarantee shall be increased by sixteen (16) hours.

(e)      If an employee is late or absent on a day that his or her gang works, such employee shall have that portion subtracted from the thirty-seven (37) hours.

(f) An employee who is called into work after the commencement of the payroll week shall be guaranteed the fraction of thirty-seven (37) hours of work which the number of days remaining of the payroll week is of his or her scheduled work week.

(g) If an employee's notice of lay-off extends into the following week, he or she shall be guaranteed that portion of the guarantee of thirty-seven (37) hours.

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

(i) In the event of closure of the plant or a substantial portion of the plant as a direct result of an Act of God, fire, flood, livestock epidemic, lay-off notice and guaranteed hours will not apply.

### 13.02 Change in Shift Schedule

(a) No employee schedule shall be changed without at least forty-eight (48) hours prior notice from the start time of their existing shift.

(b) In the event it becomes necessary to change an employee's weekly schedule without at least forty-eight (48) hours prior notice from the start time of their existing shift, time and one-half will be paid for any work performed in the first shift of the new schedule.

(c) In the event it becomes necessary to change an employee's daily start time without at least forty-eight (48) hours prior notice from the start time of their existing shift, time and one-half will be paid for any work performed outside the existing shift.

The Company agrees that senior employees will be given consideration not to have their weekly schedule fall on Saturday and Sunday, providing other qualified employees can be scheduled for Saturday and Sunday.

13.03 The Company agrees that it will not stop the main break operation except in the event of an emergency defined as major breakdown (e.g. One of the primal lines cannot operate), no hogs available, frozen hogs, or hogs are too hot.

## ARTICLE 14 OVERTIME

14.01 Employees may be requested to work in excess of their regular daily work shift of eight (8) hours per day, or ten (10) hours per day, or forty (40) hours in any one week, and the employees agree to cooperate with the Company in that regard, but no employee shall be required to work an unreasonable number of hours.

14.02 Overtime shall be paid at time and one-half for all hours worked in excess of eight (8) hours per day, or ten (10) hours per day, if an employee works a five (5) day week, beyond the normal scheduled shift on a daily or weekly basis, minimum eight (8) hours per day, or ten (10) hours per day, or forty (40) hours per week. Double time shall be paid for all hours worked on the second overtime shift worked or seventh shift (7) worked in the same week.

14.03 The Company agrees to pay overtime at the rate of one and one-half (1 ½) times the regular rate for all hours worked in excess of the daily schedule of hours in any one (1) shift, or forty (40) hours in any plant week, whichever is greater.

14.04 Overtime shall be paid for all time worked before an employee's scheduled starting shift and for work during noon hours or after their scheduled end of their shift, provided the employee works their normal regular hours of work.

#### 14.05 Requests for Overtime

When overtime is necessary, the Union Steward of the department concerned and the employees shall be notified as soon as possible before the shift ends.

The employee assigned to the category for which overtime is required shall have the first opportunity by seniority and by department of working the overtime. In the event this employee does not wish to work the overtime, the next senior qualified employee shall, be asked and so on. in the event the required number of employees are not obtained within the department as indicated above the Company may draw employees, by seniority, from other departments within the same job category in the Plant and if the required employees are still not obtained the Company may allow employees by seniority from other departments in the Plant.

If any qualified employee is inadvertently missed in this rotation more than one time in a row, then the Company agrees to pay said employee the amount of overtime that said employee should have worked had the Company followed the above procedure.

#### 14.06 Overtime Meal

An employee who works the accumulated two (2) hours or more in addition to the shift he/she is scheduled on a day will be furnished with a meal by the Company to be eaten on Company time, not to exceed thirty (30) minutes at straight time. If by mutual agreement between the Company and the employees, the decision is made to work overtime without a meal and time to eat it, the Company will provide for a seven dollar (\$7.00) meal allowance in addition to one half (½) hour at straight time rates for eating time.

### **ARTICLE 15 GENERAL HOLIDAYS**

15.01 (a) The Company agrees to pay all regular employees eight (8) hours at their regular rate of pay for ten (10) paid general holidays, namely:

New Year's Day

Labour Day

Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

and any other days declared by the Federal or Provincial Government.

15.01 (b) The above General Holidays indicated in 15.01 (a) above shall be observed during the life of this collective agreement on the following dates:

<b>Holiday</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Canada Day	July 3/00	July 2/01	July 1/02
Civic Day	Aug. 7/00	Aug 6/01	Aug. 5/02
Labour Day	Sept.4/00	Sept.3/01	Sept.2/02
Thanksgiving	Oct. 9/00	Oct. 8/01	Oct. 14/02
Remembrance Day	Nov.10/00	Nov. 12/01	Nov. 11/02
Christmas Day	Dec.25/00	Dec.25/01	Dec.25/02
Boxing Day	Dec.26/00	Dec.24/01	Dec. 26/02
New Year's Day	Jan.01/01	Jan. 1/02	Jan. 1/03
Good Friday	Apr. 13/01	Mar.29/02	Apr. 18/03
Victoria Day	May 21/01	May 20/02	May 19/03

If a statutory holiday does not fall on a work day within the scheduled work week of an employee, he or she shall, at the discretion of the employee, receive either an additional eight (8) hours' pay or another day off with pay, within thirty (30) calendar days, or a day mutually agreed upon between management and the employee, in addition to all hours worked and paid in the week of the statutory holiday, providing the employee qualifies as per Article 15.04.

15.02 In addition to the general holidays named above, employees who have completed their probationary period within the contract year shall be granted an individual holiday to be taken at a time agreed upon between the Company and the employee. Except by permission of the Plant Superintendent, an individual holiday shall not be granted during the period of June 1 to September 30. Should the plant be required by law to observe any holiday other than the ten (10) named above, such holiday shall replace this individual holiday. If said statutory holiday is not taken by the employee by the end of the contract year, said holiday shall be paid out.

15.03 If work is performed on any of these general holidays, they shall be paid in addition to their regular holiday pay, double their regular rate for all hours **so** worked. It is recognized that in view of the nature of the Company's business, work on statutory holidays may be required by the Company.

15.04 Eligibility

In order to qualify for any general holiday pay, an employee must be in attendance at work on the scheduled work day preceding and scheduled work day following said holiday, unless there is a justifiable reason for the absence.

15.05 If one of the agreed holidays falls during the annual vacation of an employee, he or she may elect to receive an extra day's pay or an extra day off with pay at the time the day is taken off. Employees must make such election prior to commencement of his or her vacation.

**ARTICLE 16 REST PERIODS**

16.01 There shall be a paid fifteen (15) minute rest period in the forenoon and a paid fifteen (15) minute rest period in the afternoon provided more than two (2) hours have been worked. In cases of emergency, the Company may schedule breaks as it deems necessary, but in no event shall coffee breaks be taken sooner than one-and one-half hours worked since the employee's starting time or one and one-half hours after returning from lunch. The paid rest periods shall be midway through each work shift. There shall be an exception to the taking of coffee breaks one and one half (1 ½) hours since the employee's start or return from lunch in the event of breakdown of machinery, shortage of hogs, or similar unforeseen circumstances.

16.02 The Union agrees that, except in cases of personal necessity, employees shall not ask for additional time off during the work day and that abuse of personal breaks shall not be condoned.

**ARTICLE 17 CLEAN UP TIME**

17.01 Employees will be allowed sufficient clean up time with pay prior to the end of their shift in order to meet the sanitation expectations of the Company. Employees must punch out prior to changing into their street clothes. The allotted clean up time that extends beyond the normal shift end due to employees being required to work, will be paid at the rate of time and one-half (1 ½) the employee's regular rate.

**ARTICLE 18 VACATION WITH PAY**

18.01 Vacations will be based on service computed to May 1st in the year in which the vacation is to be taken. On May 1st of each year, each employee shall become entitled to a vacation with pay on the following basis:

- (a) Employees who have not had their first vacation will receive two fifty-seconds (2/52) of one week's vacation with pay for each week's service computed to May 1st.
- (b) Employees will receive vacations with pay based on years of service as follows:

	Vacation Pay
After 1 year of service	2 weeks
After 5 years of service	3 weeks
After 10 years of service	4 weeks
After 19 years of service	5 weeks

After 25 years of service 6 weeks

(c) Completion of Required Service After May 1st.

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

(d) Upon termination of employment, or resignation from employment, employees shall be paid vacation pay earned and not paid to date of termination.

18.02 Vacation pay shall be reduced by one fifty-second ( $1/52$ ) for each week of absence during the previous vacation year excepting absences which are:

- (a) with permission up to twenty (20) working days annually,
- (b) on leave of absence for union business up to three (3) months annually,
- (c) due to lay-off up to sixty (60) working days annually,
- (d) up to twelve (12) consecutive months from the date of injury due to compensable accident covered under Workers Compensation Benefits,
- (e) up to twelve (12) consecutive months from date of illness or injury for employees covered by Weekly Indemnity or LTD benefits.

At the end of the vacation year, following twelve (12) months of absence, an employee will be paid his or her outstanding vacation entitlement, and upon return to work thereafter, will commence to accrue vacation pay for the following vacation year.

An employee will be considered as having returned to full-time employment upon completion of two (2) consecutive weeks of regular work for purposes of any new entitlement under this provision, unless the subsequent absence is unrelated to the original illness or injury.

18.03 "Vacation Pay" shall be based on forty (40) hours at regular rates for each week of eligibility.

18.04 Vacation Scheduling  
Vacations may be granted at any time subject to the demands of the

business. The Company shall be responsible for posting each department vacation entitlement list by February 1st of each year within each department. The vacation entitlement list shall reflect each employee's projected vacation entitlement as at April 30th of that year. The employees shall be responsible to indicate preference of vacation dates by April 10th of that year. Employees who fail to indicate their choice within this period shall not have preference in choice of vacation time where other employees have indicated their preference and the Company shall give priority according to seniority within each department. The approved vacation schedule shall be posted no later than May 1st. Approved vacation scheduled shall not be changed unless mutually agreed upon by the employee and the Company. The Company will make a sincere effort to grant vacation at times requested by employees.

18.05 Employees must take the annual vacation to which they are entitled. Wages shall not be paid in lieu of vacation.

Vacation shall be shown as a separate item on the pay stub.  
Vacations cannot be accumulated from year to year.

## **ARTICLE 19**      **PROBATIONARY PERIOD**

19.01 Any employee who is hired by the Company shall be on probation for their first six (6) months. The probationary period will be extended by the number of days absent from the initial six (6) month period. A probationary employee whose service with the Company is interrupted by termination of employment, and who is rehired by the Company, will receive full credit for all past service with the Company provided the employee is rehired within twelve (12) months of their original date of hire. The Company, at its discretion, may discharge any probationary employee within the above time limits and said employee shall not have recourse to the Grievance or Arbitration articles of this Agreement.

## **ARTICLE 20**      **SENIORITY**

20.01 Seniority shall be established from the date an employee first entered the employ of the Company. For employees starting on the same day, their seniority shall be determined by the time and date of their employment interview with the employee who was interviewed earlier having seniority over other employees starting the same day.

### 20.02      Seniority Lists

The Company shall make available for each department a seniority list, these lists shall be available to Union Stewards or Union Representatives. If requested, copies of the seniority list will be sent to the Union Representative in writing in January, April, July, and October of each year.

20.03 Employees transferred from one (1) department to another carry their seniority with them.

### 20.04      Discharge, Termination or Lay-Off

The seniority of an employee will be considered broken, all rights forfeited and the employee will be terminated when the employee:

- (a) Voluntarily leaves the service of the Company or is discharged for just cause.
- (b) Fails to return to work when recalled within three (3) calendar days or cannot be located after reasonable effort on the part of the Company.
- (c) Has been out of employment for a period of twelve (12) calendar months or longer.
- (d) Uses Leaves of Absence for any purpose other than the reason granted.
- (e) has been absent from work due to illness or injury for forty-eight (48) months and cannot be accommodated with existing work.

20.05 If an employee is temporarily absent from work because of accident or sickness, he or she shall not lose seniority rights and shall return to the position held prior to the absence or to one of equal rating, providing that such employee possesses ability and physical fitness to qualify for that position.

20.06 Employees absent for three (3) consecutive working days, without good or sufficient reason, who fail to notify a member of Management during that time of reason for absence, shall be considered to have quit their employment voluntarily.

## **ARTICLE 21 VACANCIES / CATEGORIES / CLASSIFICATION POSTINGS**

21.01 Category vacancy(ies) (newly created positions or positions that have been vacated by an employee or any additional positions that are required by the Company to meet its business obligations, shall be considered as a category vacancy), when the company determines that there is a permanent vacancy shall be posted on the bulletin board for three (3) working days within seven (7) working days from the date the category vacancy has been created and are to be filled. Said category vacancy to be filled shall be awarded within thirty (30) calendar days from the end of the three (3) day posting, providing the remaining employees can satisfactorily and efficiently perform the work required, but in the event said category vacancy shall be awarded within forty-five (45) calendar days.

Vacancies occurring as a result of filling a temporary position will be filled by Management, by giving an opportunity to senior qualified employees to fill the vacancy, provided they meet the requirements as defined in Article 21.02.

In the event that the Company posts a position(s) in order to hire



additional employees as indicated above, and no employees within the plant apply for said position(s), then the Company shall be free to hire employees who are not presently in the employ of the Company. It is understood that if an internal applicant has the ability to perform the job as determined by Management, that said employee shall be awarded the position except as indicated in Article 21.03.

Job posting shall identify the category, hours of work which means the starting and quitting time, and the work centre or department.

Successful applicants under this provision may not apply for a further category or classification posting until they have completed nine (9) months of credited service in the position. Successful applicants for a temporary vacancy must remain in that position until the incumbent returns to work, or may be released earlier if the Company approves.

Employees who are on workers compensation, weekly indemnity, personal leave of absence, or vacation for more than one month shall be bypassed when granting the bid position.

21.02 It is understood, however, that an employee with seniority must possess the knowledge, training, ability and physical fitness for the vacant position, which shall be tested when the Company gives the senior employees a training period as follows: General Labour - 1 day; General Labour 2 - 2 days; Semi-skilled - 5 days and Skilled - 10 days, to demonstrate his knowledge, training, ability and physical fitness for the position to which the employee applied.

The Company agrees that the training periods indicated above are the period of time that the Company assign in order to form an opinion as to whether or not an employee will eventually be able to perform the work without instruction or assistance. The Company agrees that during said training period said employee shall be paid the rate of pay of the position he is training for.

An employee cannot qualify for the category or classification if said employee is causing serious loss or damage to product or equipment or inefficiency in the operation. Under these circumstances, the employee may be removed at any time and returned to his or her former position.

If the employee selected has performed the said category or classification within the last two (2) years, there will not be a need for a trial period for that particular employee in that particular position, providing the category or classification content has not substantially changed.

21.03 Employees hired for Sanitation will not be eligible to apply for category or classification postings until they have completed nine (9) months of credited service in the Sanitation Department.

## **ARTICLE 22**      **JOB ROTATION WITHIN CATEGORIES**

22.01 The Job Rotation Committee will identify the positions within each category and employees will be allowed to rotate jobs within their categories in order to promote greater productivity, safety on the job, and job satisfaction. The Job Rotation Committee agrees to consult with the affected employees to determine job rotation based on the principle that there is no job ownership. The length of time or duration shall be determined by the Job Rotation Committee, consistent with the objectives of the rotation system.

The Company agrees to form a job rotation committee composed of two (2) employees designated by the Union, one of whom may be a full time Union Representative, and two (2) company representatives designated by management, one of whom shall be the Operations Manager.

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

Company agrees that no job shall be performed for longer than four (4) hours. Said committee shall meet not less frequently than once per calendar month.

## **ARTICLE 23 RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS**

23.01 Variations in volume of work frequently require the temporary transfer of employees from one category to another. Decisions to temporarily transfer an individual to another category will be based on the need to continue efficient operations. However, normally a qualified person will be temporarily transferred when such need arises, but the Company shall first consider the most senior qualified person for the temporary transfer, and then in descending order of seniority.

23.02 Any employee who is temporarily assigned to work in a higher paying classification or category shall receive the higher rate of pay for all time so employed.

23.03 Any employee who is temporarily assigned to work in a lower paying classification or category at the request of the Company shall nevertheless continue to receive his or her higher rate of pay for all time so employed.

23.04 Employees temporarily transferred to a lower rated category or classification at their own request or on the advice of a physician shall receive the rate of such category or classification commencing with their first full shift on the lower rated category or classification. However, employees temporarily transferred to a lower paid classification or category due to a workplace injury will continue to receive their higher rate of pay.

## **ARTICLE 24 STUDENT and TEMPORARY EMPLOYEES**

**24.01** A student employee is an employee who is registered full-time in a recognized educational institution. A temporary employee is an employee who is not permanently or regularly employed by the Company. A student or temporary employee is an employee hired by the Company to replace vacationing full-time employees, unexpected increase in volume fluctuations, or excessive absenteeism. Such employees will be identified to the Union. No student or temporary employee shall be hired while any regular employees are laid off. The Company agrees that it will not hire students or temporary employees if there is sufficient work to create a full-time permanent category or classification.

**24.02** Student employees or temporary employees shall be employees as contemplated by the Collective Agreement except that a student or temporary employee will not work more than 22 weeks cumulative in any calendar year, or 110 scheduled days in any calendar year.

**24.03** Students or temporary employees may apply prior to their date of termination to become regular employees and if accepted will be given full credit for rates of pay and seniority accumulated to the last date worked as a student or temporary employee as long as their service/seniority is not broken.

**24.04** Temporary employees may work less than forty (40) hours in any week, or may not work any hours in any one week.

## **ARTICLE 25 LAY-OFF AND RECALL FROM LAY-OFF**

### **25.01 Lay-off Notice**

In the case of lay-off of employees with less than six (6) months of service, the Company agrees that two (2) working days notice shall be given. For employees with six months or more of service, notice in writing of two (2) working days shall be given for each year of service, up to a maximum of five (5) working days.

**25.02** Lay-offs and re-employment shall be based on seniority, i.e., the last hired shall be the first laid-off, and the last laid-off shall be the first re-hired, provided the senior employee is capable of doing the work to be performed, or can qualify reasonably quickly. Those given such opportunity to qualify must within one (1) week demonstrate ability to perform the assigned category or classification satisfactorily.

**25.03** Any employee who has been notified at his or her last known address to return to work, and within five (5) calendar days has failed to do so without reasonable excuse, shall be considered to have quit his or her employment voluntarily and his or her existing seniority rights shall be therefore terminated. When such notice is sent to any employee, a copy thereof shall be sent concurrently to the Union Committee.

**ARTICLE 26**      **LEAVE OF ABSENCE**

26.01              Union Leave

The Company agrees to grant leave of absence to employees on Union business. When an employee is granted such leave of absence for Union business of up to one week, the Company agrees to pay the employee involved for all wages and benefits as the employee would have received had he been at work, and the Union agrees to reimburse the Company upon receipt of billing.

26.02              Personal Leave

Subject to the needs of the business, leave of absence up to six (6) months may be granted by the Company to **an** employee with one (1) year's service provided reasons stated are sufficient.

26.03              Bereavement Leave

Where **an** employee is absent or loses pay to arrange or to attend a funeral for mother, father, stepmother and stepfather, sister, brother, husband, wife (including legally recognized common-law spouse), son, daughter, mother-in-law, father-in-law, or grandparents, such employee shall be reimbursed at his or her regular rate for regular hours lost up to three (3) regular days ending with the day following the funeral. Where an employee is absent and loses pay to attend the funeral for a sister-in-law, brother-in-law, grandchild, daughter-in-law or son-in-law he or she shall be reimbursed at his or her regular rate for regular hours lost of up to eight (8) regular hours.

26.04              Jury Duty/Witness Leave

An employee summoned to appear or required to serve **jury** duty or one who has been served with a subpoena to appear as a witness for the Crown or as a witness for the Company shall be paid the difference between what such employee would have earned for his or her scheduled hours at his or her paid rate and the court fee received. Employees should **notify** their foreperson as soon as possible after receipt of notice of selection for jury duty or after the receipt of the subpoena to appear as a witness. The Company may require the employee to furnish a certificate of service from an officer of the court before making any payment under this section. The employee will come to work during those regular hours that he or she is not required to attend the court. The Company agrees that employees on the Night shift, prior to serving on jury duty or ending jury duty shall be considered as an eligible day to be paid as indicated above.

26.05              Maternity/Parental Leave

Maternity and parental leave will be provided in accordance with provincial legislation.

26.06 Health and Welfare benefits for employees on leave of absence for one (1) month or more, other than for illness, injury or Union business will cease as of the last day worked. Benefits other than Weekly Indemnity, Long Term Disability and Pension contributions may be continued for a maximum of one (1) year by remitting monthly in advance to the Company the cost of such benefits.

## **ARTICLE 27 SAFETY AND HEALTH**

27.01 The Company and the Union shall make every reasonable provision for the safety and health of the employees during the hours of their employment.

### **27.02 Health and Safety Committee**

The Company and the Union agree to set up a Safety Committee of four (4) members with equal representation from both parties. The functions of this committee are to see that safe working conditions for all employees are maintained. Meetings of the Safety Committee shall be held monthly during regular working hours. Whenever possible, such meetings will be held in the third week of each month. Upon management approval all time spent investigating health and safety issues and attending health and safety meetings shall be paid time.

27.03 The Company agrees to pay for members of the Safety Committee to attend seminars, courses, or conferences up to sixteen (16) hours per committee person per year. The time and scheduling for this time off is to be mutually agreed upon between the Company and the Union.

27.04 No employee shall be sent from one (1) working extreme condition to another in the same day, such as from a killing floor to a freezer or cooler; up to ten (10) minutes will be a cooling off period.

27.05 First aid shall be available for workers on both day and night shifts.

### **27.06 Right to Refuse Dangerous Work**

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

period will not be made if the employee refuses to perform alternative duties.

27.07 Protective devices and other equipment not indicated in 27.08 deemed necessary to properly protect employees from injury shall be provided by the Company.

27.08 **Protective Clothing / Equipment**

Laundered cooler coats, pants (shirts as required), aprons, rubber footwear, wetwear, mousetraps, knives, steels (knife sharpener only), scabbards, safety head gear, mesh gloves, rubber gloves, hair nets, cotton gloves, and freezer jackets required for work shall be supplied, and replacements shall be supplied as authorized by Supervision as needed.

27.09 **Tools**

All tools will be supplied by the Company.

27.10 **Safety Boots / Rubber Footwear**

The Company will reimburse up to Fifty-Five (\$55.00) Dollars per year, toward the cost of safety boots (and earlier due to normal wear and tear and for the Maintenance Department, with approval of the Supervisor).

27.11 **Health and Safety cooperation / reduction of accidents & injuries / ergonomics**

The Company agrees to cooperate with the Joint Health & Safety Committee to identify and keep track of injuries occurring in the plant with a view to jointly working towards the elimination of all accidents in the workplace. In order to accomplish and work toward this goal, the company agrees to give copies of all green cards (and/or accident reports if green cards are not available), describing the nature of the injury and the name of the person, date, time, place, etc.

This information shall be given monthly to the Health & Safety Committee, who shall be provided a mutually agreeable time between the Company and the Health & Safety Committee during working hours for the purpose of further investigation or discussion with injured employees, or observe working conditions, and bring the result of their investigation, if warranted, back to Management, with recommendation for proposed changes.

The Company agrees to consider these proposed changes and bring in their ergonomics experts as required to meet with the Plant Health & Safety Committee to assist in eliminating accidents, proposing ergonomic changes, which the Company may implement.

The Committee, at all times, will encourage employees to work in a safe and productive manner.

27.12 The Company agrees to provide the Union with a list of modified duties jobs to assist employees to return to work following an injury. Said list shall not include regular rotational positions. The Company may change or delete such jobs as it deems necessary at its sole discretion.

**ARTICLE 28 PENSION PLAN**

28.01 The Company will administer a defined contribution pension plan. Under this arrangement, all new employees, transferred or hired must join the new defined contribution plan after they have completed two (2) years' service. Employee / Employer contributions shall be two (2%) of regular earnings.

**28.02**

Eligibility: New Hires: first of the month following 2 years from date of hire.

Contributions: Employee - 2% of regular earnings, Overtime, shift premium, etc. excluded.  
Employer - match of employee contributions.

Vesting: After two years of plan membership.

Investment Options: a) Guaranteed Accounts (3)  
b) Balanced Funds (2)

**ARTICLE 29 HEALTH AND WELFARE BENEFITS**

29.01 The Company will arrange for a flexible benefit plan based on fixed company costs and choices for employees which will be renewed every June 1. Flexible Benefit Plan options, on implementation, will consist of:

Orange Plan - provides a combination of life insurance, AD&D, extended health and dental benefits which, on implementation, are equal to the fixed Company credits plus additional employee payroll deductions for all new employees and equal to the fixed company credits for all Marion Street employees who transfer to the Warman Road plant at start up.

Yellow Plan - provides a combination of life insurance, AD&D, extended health and dental benefits which, on implementation, are equal to the flexible credits for new employees.

Each June 1, employees will complete a Flexible Benefit Option form indicating their benefit plan choices. Should the cost of any of the flexible benefit plans increase at renewal time, any additional cost over the fixed company credit will be borne by the employee.

A committee will be established consisting of bargaining unit members and management to

- review the experience of the plan

- make recommendations to the Company for changes to the flexible benefits for each renewal date to make the plan more effective
- effectively communicate the value of the group benefits.
- **ELIGIBILITY**

Employees who have completed their probationary period are eligible to participate.

Optional Life (Employees only)

Optional Life insurance will be made available for employees only, in units of \$10,000 to a maximum of three (3) units.

**Family Life**

Family Life insurance will be made available for the employee's spouse and dependents in the following units:

- Plan 1 - Spouse \$5,000 -- Dependents \$2,000
- Plan 2 - Spouse \$10,000 - Dependents \$5,000.

Note: Optional Life Insurance will be at 100% employee cost. Costs of insurance may increase based on experience after one year.

29.02

Flexible Benefit Credits:

At each enrollment during this agreement, eligible employees will be provided with these benefit credits:

*	employees with dependents	\$15.50 per week
*	employees with no dependents	\$ 6.40 per week

The Company will absorb the difference in cost between the Orange Plan employee credits and actual employee costs (as of June 1, 2000) for a two-year period beginning June 1, 2000 and ending May 31, 2002. The benefits in the Orange Plan shall not be changed during this period of time.

29.03

Weekly Indemnity

A Weekly Indemnity plan shall provide a benefit level of fifty-five (55%) percent of regular earnings up to the Employment Insurance Disability level maximum for a benefit period not to exceed fifteen (15) weeks. Following this employees will apply for EIC disability benefits for another fifteen (15) weeks.



Payment begins on the fourth day of disability, or on the first day of absence if the disability is due to an injury caused solely by accidental means or admittance to a hospital. In order to be eligible for weekly indemnity, a new employee must have accumulated thirteen (13) work weeks of service.

**29.04 LTD**

A Long Term Disability (LTD) Plan shall be provided for eligible employees, subject to the following conditions:

1. A full-time employee is eligible for long term disability after two (2) years of service with the Company.
2. Benefit period commences on the thirty-first (31st) week of disability and provides \$1,200.00 per month benefit, with a maximum duration to age 65, or retirement or death, if earlier.
3. The monthly disability benefit is reduced for primary disability benefits received on a dollar for dollar basis by a disability income payable under Canada Pension Plan Disability benefits.
4. The employee contribution to the Long Term Disability Plan will be shared on a 50/50 basis between the employee and the Company. The Union will be notified of any increase to the premium rates.

**ARTICLE 30 UFCW RETIREMENT SAVINGS PLAN**

30.01 Upon written request of an employee, the Company agrees to deduct from such employees' pay on each payday, a retirement savings plan deduction, and forward a total of such deductions to the plan within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.

**ARTICLE 31 E.I.C. PREMIUM REDUCTION**

31.01 It is agreed that in reaching the terms of settlement of these negotiations, there shall be no obligation on the Company to pay E.I.C. premium rebates in any form whatsoever to the Union. This agreement may be altered only if new government legislation clearly supersedes this contract making the payment of E.I.C premium rebates mandatory.

**ARTICLE 32 BULLETIN BOARDS**

32.01 The Company shall designate space for the Union bulletin board at conspicuous places throughout the plant and shall further allow the Union Representatives or the Chief Steward to post notices concerning matters that are of direct interest to the Union and the employees covered by this Collective Agreement. These bulletins shall be submitted to management for approval before posting.

### **ARTICLE 33 PLANT CLOSURE/ SEVERANCE PAY**

33.01 When it becomes necessary to permanently close the plant or substantial portion of the plant such employees whose service is permanently terminated because of such closure shall receive severance pay in accordance with the table set out in this article, but no such payment will be made to:

- (a) an employee with less than one (1) year's seniority.
- (b) an employee granted retirement or pension.
- (c) an employee discharged for cause within the period of notice.
- (d) an employee who applies for a vacancy in another plant of the company and is hired by the plant.
- (e) an employee who has been on layoff under Article 15, for a period of thirty (30) calendar days or more prior to the date of notification of closure.

33.02 Severance pay shall not apply where closedown follows, or is caused through any strike, walkout, stoppage, slowing down or other cessation of work by employees of this facility.

33.03 When an employee receives severance pay, all his/her rights and privileges including seniority cease.

33.04 In the event that Manitoba legislation provides for a greater benefit upon termination of employment due to a full or partial plant closure such legislation will take precedence over this provision.

33.05 Labour Adjustment Committee  
The parties agree to participate in a labour adjustment committee and to discuss terms of closure.

33.06 Severance Pay  
Employees eligible for severance pay in accordance with this Article shall receive Five Hundred Dollars (\$500.00) for each completed full year of seniority as of the closing date.

**ARTICLE 34**      **TECHNOLOGICAL CHANGE**

34.01                    The Company agrees to notify the Union ninety (90) days in advance of **any** technological change that is likely to affect the terms and conditions, or the security of employment of a significant number of employees. Where only a few employees are affected, the parties will discuss the effective date of change.

34.02                    Any employees displaced due to a technological change will be able to utilize his or her seniority rights to retain employment and will be trained for any position in existence within the bargaining unit to which such employee's seniority entitles him or her.

34.03                    Any employee displaced due to a technological change shall not receive less than the rate of pay of classification that they were in prior to such displacement, for the first three (3) months after they have been transferred to the new position.

**ARTICLE 35**      **APPENDICES PART OF COLLECTIVE AGREEMENT**

35.01                    The Company and the Union agree that Appendices "A", "B" and "C" attached to this collective bargaining agreement shall form an integral part of this collective bargaining agreement.

**ARTICLE 36**      **TERM OF AGREEMENT**

36.01                    This Agreement shall be in full force and effect from May 1, 2000 to April 30, 2003, and thereafter from year to year, unless either party gives notice in writing of termination or of amendments of not more than ninety (90) days and not less than thirty (30) days prior to the date of expiration.

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

   This Agreement signed on behalf of the Company and the Union  
this                    day of    September,    2000.

FOR **THE** UNION:

FOR THE COMPANY:

\_\_\_\_\_  
Manny Borges

\_\_\_\_\_  
John Burnett

\_\_\_\_\_  
Sandy Forcier

\_\_\_\_\_  
Karen Kania

\_\_\_\_\_  
Darcel Lecocq

\_\_\_\_\_  
Wayne Short

**Sherman Oake**

Todd Watkins

**Chris Willerton**

Cyrus Lister

**Bernard Christophe**

**APPENDIX "A"**

**WAGES**

**A-1.01** All employees hired before August 27, 2000 shall receive the following wages, based on their length of service with the Company.

<b>May 1, 2000</b>							
<b>Classification</b>	<b>Start</b>	<b>6 month</b>	<b>12 month</b>	<b>18 month</b>	<b>24 month</b>	<b>30 month</b>	<b>36 month</b>
General Labour	10.00	10.89	11.78	12.67	13.56	14.45	15.35
Semi-Skilled	11.20	11.95	12.70	13.45	14.20	14.95	15.70
Skilled	12.56	13.14	13.72	14.30	14.88	15.46	16.05
<b>Effective April 30, 2001</b>							
<b>Classification</b>	<b>Start</b>	<b>6 month</b>	<b>12 month</b>	<b>18 month</b>	<b>24 month</b>	<b>30 month</b>	<b>36 month</b>
General Labour	10.00	10.95	11.90	12.85	13.80	14.75	15.70
Semi-Skilled	11.20	12.00	12.80	13.60	14.40	15.20	16.05
Skilled	12.56	13.20	13.84	14.48	15.12	15.76	16.40
<b>Effective April 30, 2002</b>							
<b>Classification</b>	<b>Start</b>	<b>6 month</b>	<b>12 month</b>	<b>18 month</b>	<b>24 month</b>	<b>30 month</b>	<b>36 month</b>
General Labour	10.00	11.00	12.00	13.00	14.00	15.00	16.00
Semi-Skilled	11.20	12.05	12.90	13.75	14.60	15.45	16.35
Skilled	12.56	13.25	13.94	14.63	15.32	16.01	16.70

A-1.02 All new employees hired **after August 27, 2000** shall receive the following rates of pay.

Effective August 28, 2000							
Classification	Start	6 month	12 month	18 month	24 month	30 month	36 month
Student/Temporary	9.50	9.50	9.50	9.50	9.50	9.50	9.50
General Labour 1	10.00	10.00	10.00	10.00	10.00	10.00	10.00
General Labour 2	10.00	10.16	10.32	10.48	10.64	10.80	11.00
Semi-Skilled	11.20	11.66	12.12	12.58	13.04	13.50	14.00
Skilled	12.56	13.08	13.60	14.12	14.64	15.16	15.70

**A-1.03** All employees transferred from the Marion Street plant whose hourly rate of pay was higher than the top rate in the collective bargaining agreement expiring April 30, 2000 shall receive thirty five cents (35¢) per hour increase effective May 1, 2000, an additional thirty-five cents (35¢) per hour increase effective April 30, 2001 and an additional thirty cents (30¢) per hour increase effective April 29, 2002.

**A-1.04** Maintenance Rates  
 Effective the first pay period following date of ratification, the rates shall be as follows:  
 Licensed Skilled Trades as deemed necessary by the Company \$19.50  
 Licensed 3<sup>rd</sup> Class Stationary Engineer \$19.50  
 Licensed 4<sup>th</sup> Class Stationary Engineer \$18.20

The Shift Engineer shall receive an additional Fifty Cents (50¢) per hour in addition to his regular hourly rate of pay.

**A-1.05** Retroactive pay  
 The Company agrees to pay retroactively to May 1, 2000, (for employees who are still in the employ of the Company as of August 27, 2000) for all hours worked and paid, the difference in the hourly rate of pay that an employee was earning as of April 30, 2000 and the new rate of pay as of May 1, 2000. Employees affected by A-1.03 will get thirty-five cents (35¢) per hour increase, retroactive as per the above.

**A-1.06** Any employees who, as of May 1, 2000, whose job is reclassified into a lower paid classification, shall continue to receive their existing higher rate of pay until the employee reaches top rate as per the above scale for

existing employees.

A-1.07

The Company will pay employees by Direct ~~Bank~~ Deposit to the employees' banking institution of their choice and will provide the employee with an itemized calculation of all earnings and deductions.

A-2

The Company will do an annual maintenance wage survey comprised of five competitors of its choosing and five industrial employers in the City of Winnipeg identified by the Union. The positions of the required licensed skilled trades as determined by the Company and licensed 3<sup>rd</sup> Class Stationary Engineer will be benchmarked at each of the identified companies. The job classification rates for each of these positions at each employer will be averaged into one rate. The highest and the lowest rates will then be removed and the remaining eight average rates will be calculated into a simple average. If this average is more than five per cent (5%) above the J. M. Schneider Inc. rate, the J. M. Schneider Inc. rate will be adjusted to this average. The licensed 4<sup>th</sup> Class Stationary Engineer rate will be pro-rated to maintain the same spread between 3<sup>rd</sup> and 4<sup>th</sup> Class Stationary Engineer's rate. Adjustments under this provision are only applicable to the above named trades.

This survey will be completed in November of each year with any required adjustments effective the first pay period of December. Maintenance rates established under this provision are not subject to the grievance or arbitration process.

A-3

Job Alteration - New Job Introduced

- a) When changes in production significantly alter jobs or when new jobs are introduced, except as indicated above, Maintenance Trade, the Company will assess a job based upon its evaluation system and assign job to the appropriate job category.
- b) In making its determination the Company will consider such factors which may include but are not limited to: benchmarking, skill, ability required, complexity, responsibility, working conditions, etc.
- c) The Company agrees to disclose all this information to the Union and criteria in respect to making its determination in regard to changes in jobs and creation of new jobs.
- d) The Production Manager shall notify the Union and Chief Steward, in writing, of new or significantly changed jobs as soon as possible.
- e) An employee or the Union who feels a new job category determined by the Company is not correct may appeal to the Job Evaluation Committee for a review.

- f) The Job Evaluation Committee shall be composed of two (2) nominees appointed by the Union and two (2) management representatives appointed by the Company and one independent chairperson. The Union nominees shall consist of a full-time Union Representative or two (2) full time employees of the bargaining unit. The Committee shall meet within thirty (30) calendar days of an employee objecting to the job category established by the Company, if that is the case. If the parties agree to an independent chairperson, such chairperson shall be one of the Arbitrators listed in Article 9. The cost of the chairperson shall be mutually shared by the parties. The Company shall pay for the cost of all the employees, except if one of the Union nominees is a full-time Union Representative.
- g) The majority decision of the Job Evaluation Committee is binding on both parties and cannot form the subject matter of the grievance or arbitration process.
- h) No wages will be reduced until the decision of the Committee is rendered.

**A-4**

**NEW HIRE CREDIT PROGRESSION**

An employee will receive credit for a week of service provided they work one (1) full day in the week. The only exception to this is absence due to vacation, or absence due to **an** employee being on workers compensation of up to three (3) months, in which case the employee will receive credit for the week.



**APPENDIX B - Warman Road - 2000**

<b>GENERAL LABOUR 1</b>	<b>GENERAL LABOUR 2</b>	<b>SEMI-SKILLED</b>	<b>SKILLED</b>
Align Hogs at Rail Indexer	Align Side Ribs to Saw *	Align Bevel and Trim Bellies	Align Ham
Check Bag Seals *	Back Bone Saw	Align Hocks	Align Middle
Feed Plate Fat Skinner	Boneless Q/A *	Bevel Butts	Align Shoulder
Make Combos	Box Make Operators	Butt Puller	Bone and Trim Hams
Make and Feed Box Chutes*	Cut Femur Bones		Bone and Trim Butts
Metal Detectors *	Employee Service	Butt Skin Trim	Bone and Trim Loins
Pack Ribs	Inspect & Grade Backs	Chilled Pork Shipping	<b>Bone Picnics</b>
Pack Backbones	Laundry	Cut off Flanks	Corporate <b>Trainer</b>
Pack Back Rinds	Peel & Pack Back Ribs	Cut off Front Feet	
Pack Picnics	Peel / Wrap Tenders	Cut off Hind feet	<b>Knife Sharpening</b>
Pack Rib Tail Ends	Scale / Sort Ham	Cut Side Ribs	Lead Hand
Pack Buckeyes	Select Loins	Defatting Picnics	<b>Lift Neckbones</b>
		Head Hog Receiver	
<b>Pack Belly Rinds</b>	<b>Set Up Department</b>	Membrane Skinners	<b>Loin Puller</b>
<b>Pack Fat</b>	<b>Skin Hocks</b>	Pallet Jack Operator Floor	Pallet Jack (stacker/weigh/dry receiving)
Packaging Dumpers	Unload Hogs	Patch Bellies	<b>Picnic Skinner</b>
		Portion Cutting	
Palletization	Vacuum Packaging	Remove Jowl	Picnic Butt Split
<b>Pile Cartons from Padlocker *</b>	<b>Wrap Backs</b>	Remove Tails	Portion Cutting
<b>Place Bellies in Combos</b>		Remove Skirts	Pull Ribs
<b>Place Hams in Combos</b>	<b>Wrap Butts</b>	Sanitation *	Single Rib Backs
Push Hogs	Wrap Loins	Saw Neckbones	Single Rib Bellies
Separate Rinds		Scale Room	Skilled Spares
Separate Gams		Shipping & Scanning	Trim <b>Loins</b>
Sort Hind/ Front Feet*		Skin Hams	
Supply & Line Buckey Boxes		Trim & Check Hogs	
Wash Totes		Trim & Inspect Backfat	

<b>Wrap Bellies</b>		<b>Trim &amp; Inspect Picnics</b>	
<b>Wrap portion Cut products</b>		<b>Trim Jowl</b>	
		<b>Trim Plate fat</b>	
		<b>Trim Specialty Buckeys</b>	
		<b>Whiz Hams</b>	

\* **Jobs also identified through our Return to Work Program - Modified Duties**

## APPENDIX C

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

**C-1.01** The Company agrees to contribute into the Manitoba Food & Commercial Workers, Local 832 Education and Training Trust Fund, the additional cents per hour as indicated below:

2¢ per hour effective July 3, 2000

3¢ per hour effective February 4, 2001

4¢ per hour effective February 4, 2002

5¢ per hour effective February 3, 2003.

**C-1.02** The cents-per-hour contribution indicated above shall be paid for all regular hours worked, not including weekly indemnity and long term disability, vacation pay and general holidays for all employees in the bargaining unit, and for all probationary employees to the maximum of the basic work week as indicated in Article 13.

**C-1.03** Contributions together with a list of employees for whom they have been made, the amount of the weekly contribution for each employee, and the number of hours worked or paid according to C-1.02 above shall be forwarded within 21 days after the close of the Company's four or five week accounting period. Cheques shall be made out to the MFCW Local 832 Education and Training Trust Fund.

**C-1.04** The purpose of the above contribution is to provide training for members of the bargaining unit as needed from time to time, either for personal improvement, or in co-operation with the Company for training as decided by the Union and the Company that would be beneficial to both the Company and the Union members.

**EXHIBIT ONE**

Employee's Name in Full

Address

City \_\_\_\_\_ Postal Code

Phone \_\_\_\_\_ Date of Hire

Birthdate \_\_\_\_\_ Social Insurance Number

Employer \_\_\_\_\_ Category or classification:  
Full-time \_\_\_\_\_ Student

**Dues and Initiation Authorization**

I hereby request and authorize the Employer to deduct from my wages, and pay to the Union, such Union dues and/or initiation fee requested by the United Food & Commercial Workers Union, Local No. 832.

DATE \_\_\_\_\_ SIGNATURE

\_\_\_\_\_  
(To be mailed to the Union Office within ten (10) calendar days from date of hire or rehire)

**TO THE EMPLOYEE:**

1. You are hereby informed that Union membership is a condition of employment.
2. The Union will be notified that you have received this statement and may approach you to make an application for membership with the full-time Union Representative, Union Steward, or the Union office.

Union Offices

1412 Portage Avenue, Winnipeg, Manitoba, R3G 0V5, Phone 786-5055

**LETTER OF AGREEMENT**

Between:

**J. M. SCHNEIDER INC.  
(One Warman Road)**

and:

**UNITED FOOD AND COMMERCIAL  
WORKERS UNION  
Local No. 832**

**Re: Red-circled employees Maintenance Department**

1. The parties agree that, effective May 1, 2000, the following Maintenance employees shall receive the following hourly rate of pay.

Daniel Kowalchuk	\$19.50
Dwayne Solnes	\$19.50
Adrian Vanaert	\$17.00.

2. The parties agree that these employees will not receive any further increases during the life of this collective bargaining agreement, unless Daniel Kowalchuk and Dwayne Solnes obtain the third class ticket and Adrien Vanaert obtains the fourth or third class ticket, in which case they shall then receive the same hourly rate for Maintenance employees for the same tickets in this collective bargaining agreement and may be subject to additional wage increase as per Article A-2 of the collective bargaining agreement,.

3. This letter shall become an integral part of the collective bargaining agreement between the above parties effective May 31, 2000 and expiring April 30, 2003.

Signed at the City of Winnipeg in Manitoba this **29th** day of June, 2000.

**FOR THE UNION:**

**FOR THE COMPANY:**

---

---