

COLLECTIVE AGREEMENT

- Between -

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

- And -

***JBS Food Canada Inc.
for its Brooks, Alberta
Beef Processing Facility***

Renewal: December 31st, **2017**

13498 (03)

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COLLECTIVE AGREEMENT

Between:

JBS FOOD CANADA INC.
for its Brooks, Alberta
Beef Processing Facility
(hereinafter referred to as the “Employer”)

- and -

UNITED FOOD AND COMMERCIAL WORKERS CANADA
UNION, LOCAL NO. 401,
(hereinafter referred to as the “Union”)

Preamble

It is the intent and purpose of the parties that this Agreement shall serve to establish and maintain harmonious labour relations between the Employer and the Union, to promote and assure the efficient, economical and profitable operation of the Employer’s business, and to set forth the rates of pay and other terms and conditions of employment of the employees.

The Employer and the Union will work together cooperatively and constructively to achieve these results recognizing their shared interest in a quality work environment, the production of safe food in a responsible manner, the right to dignity and respect of all employees and the success of the business.

Article 1 - Scope and Recognition

1.1 Scope

This Agreement shall cover all employees of the Employer, within the scope of Certificate Number 70-2010 issued by the Alberta Labour Relations Board.

1.2 Recognition

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for the employees covered by this Agreement.

No employees outside of the scope of this Agreement will be used on work of the same nature as that performed by the employees except as follows:

- (a) For the purpose of training and orientating employees;
- (b) For the purpose of taking an employee's place temporarily in such cases as failure to show up for work, or an employee who has to be relieved due to injury or sickness, or an employee who, for other reasons, is temporarily absent from their job;
- (c) To assist in meeting production schedules; or
- (d) To direct and organize the flow and work of employees.

Article 2 - Definitions

2.1 Definitions

For the purposes of this Agreement, the following definition shall apply:

- (a) The terms “employee” and “employees” mean all persons covered by this Agreement.

Article 3 - Union Membership and Dues

- 3.1 Membership in the Union shall be a condition of employment for all employees who hold membership in the Union at the date of ratification and for all new employees. Employees who are not members of the Union at the date of ratification are not required to hold Union membership as a condition of employment.
- 3.2 The payment of Union dues shall be a condition of employment for all employees and shall be deducted from the wages of each employee bi-weekly.
- 3.3 The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employees affected, such initiation fees and assessments as determined by the Union through its internal processes.
- 3.4 Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the fifteen (15th) day of the following month and accompanied by a written statement of the names of the

employees for whom the deductions were made and the amount of each deduction.

- 3.5 Upon mutual agreement, the Employer may submit monthly Union dues electronically in a manner acceptable to both parties.

Article 4 - Joint Labour Management Committee

- 4.1 The Employer and the Union agree to form a Joint Labour Management Committee consisting of three (3) members representing the Union and three (3) members representing the Employer.
- 4.2 A Union Representative or his designate may attend the meeting at the option of the Union but the number of representatives of the parties shall remain even.
- 4.3 The Joint Labour Management Committee shall meet not less than two (2) times per year or at such other times as mutually agreed.
- 4.4 The Committee shall discuss items of concern.
- 4.5 Either party shall inform the other of items on the agenda at least three (3) days in advance of any scheduled meeting.

Article 5 - Management Rights

- 5.1 The Union agrees that the Employer has the exclusive right and authority to manage its business, to control the

direction of the staff including the right to plan, direct and control the operations, hire, discipline, suspend, or discharge for just cause and to layoff and recall employees. The right to establish and maintain reasonable rules and regulations covering the operation of the plant is vested in the Employer. The above rights shall be exercised subject to the applicable provisions of this Agreement including the grievance procedure.

- 5.2 The direction and supervision of the workforce shall, at all times, be the responsibility of the Employer only.
- 5.3 The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement.

The Employer, therefore, retains all the rights not otherwise specifically covered in this Agreement. The exercise of the foregoing rights shall not alter any of the provisions of this Agreement.

Article 6 - No Strike - No Lockout

- 6.1 During the term of this Agreement there shall be no strike, no sympathy strike, stoppage, slowdown, deliberate withholding of production, or suspension of work on the part of the Union, its members, or any individual covered by this Agreement, or lockout on the part of the **Employer**. In the event of a breach of this provision, the Union shall immediately declare publicly that such action is unauthorized and shall promptly order its members to resume their normal duties notwithstanding the existence

of any picket line. The Union further agrees that it will in no way interfere with the business or the **Employer** by sanctioning or conducting a boycott on the handling of goods procured from a source or destined to a point where labour controversy may exist.

- 6.2 The **Employer** shall have the right to determine the discipline given an employee or employees for breach of this article. The severity of the discipline imposed for such violation shall not be subject to arbitration; the Union shall, however, have the right to grieve the question of fact as to whether or not an employee or employees have breached the provisions of this article.

Article 7 - Grievance and Arbitration Procedure

7.1 Definition

A grievance shall be defined as any difference between the Employer, Union and employee or group of employees pertaining to the interpretation, application or alleged violation of any provision(s) of this Agreement.

7.2 Grievance Procedure

Step 1

The Union may submit a grievance, in writing, to the Shift Superintendent or his designate within fourteen (14) calendar days of the occurrence of the alleged violation of the Agreement. The written grievance shall state the facts and circumstances giving rise to the grievance, which provisions of the Agreement are alleged to have been

violated and what restitution is requested. The Shift Superintendent shall arrange a meeting to discuss the grievance within ten (10) calendar days of receipt of the grievance and shall render a decision in writing within five (5) calendar days of this meeting. A full-time Union Representative or his designate may attend the meeting at the option of the Union. A Human Resources representative may attend at the option of the Employer.

Step 2

If the grievance is not satisfactorily resolved at Step 1, the Union may forward the grievance to the Human Resources Manager or his designate in writing within fourteen (14) calendar days of the Shift Superintendent's response. The Human Resources Manager or his designate shall arrange a meeting to discuss the grievance within fourteen (14) calendar days of receipt of the grievance and shall render a decision in writing within fourteen (14) calendar days of this meeting. A full-time Union Representative or his designate may attend the meeting at the option of the Union. A Human Resources representative or his designate may attend at the option of the Employer.

Step 3

If the grievance is not satisfactorily resolved at Step 2, the Union may forward the grievance to the Plant Manager or his designate in writing within fourteen (14) calendar days of the Human Resources Manager's response. The Plant Manager or his designate shall arrange a meeting to discuss the grievance within fourteen (14) calendar days of receipt of the grievance and shall render a decision in

writing within fourteen (14) calendar days of this meeting. A full-time Union Representative or his designate may attend the meeting at the option of the Union. A Human Resources representative or his designate may attend at the option of the Employer.

If the grievance is not satisfactorily resolved, the Union may refer the grievance to arbitration in writing within thirty (30) calendar days of the Plant Manager or his designate's response.

7.3 Extension of Time Limits

Time limits set out in this article may be extended only by agreement in writing by both parties.

7.4 Time Limits

The time limits in this grievance procedure are mandatory and no grievance shall be considered which is not presented within fourteen (14) calendar days after the event or circumstances giving rise to the complaint came to the attention of or should have reasonably come to the attention of the parties concerned or which is advanced to the next level of the grievance procedure outside the time limits set out above.

Article 8 - Arbitration

8.1 Board of Arbitration

(a) Appointees

Where a grievance has been referred to arbitration under Article 7.2, the party making the referral shall name an appointee to the Board of Arbitration.

Within five (5) calendar days of receiving notice that the grievance has been referred to a Board of Arbitration, the party receiving the notice shall name an appointee to the Board of Arbitration.

(b) Chairperson

Within ten (10) calendar days of the second party's appointment the two (2) appointees shall appoint a third member to the Board of Arbitration who shall act as Chairperson.

If the two (2) appointees fail to agree on the appointment of a Chairperson, the appointment shall be made through the relevant provisions of the Alberta Labour Relations Code upon request of either party.

8.2 Single Arbitrator

Through mutual agreement in writing, the parties may agree to have the grievance heard by a single arbitrator rather than an arbitration board.

If the parties fail to agree on the appointment of a single arbitrator within fourteen (14) calendar days of their mutual agreement in writing to have the grievance heard by a single arbitrator, the appointment shall be made through the relevant provisions of the Alberta Labour Relations Code upon request of either party.

8.3 Decision of the Board

The arbitrator or arbitration board as the case may be, shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

8.4 Expenses of the Board

Each party shall:

- (a) Pay the fees and expenses of their nominee; and
- (b) Equally share the costs of the Chairperson or single arbitrator as the case may be.

8.5 Amending of Time Limits

The time limits in the arbitration procedure are mandatory but may be extended by mutual consent of the parties in writing.

Article 9 - Union Representation

9.1 Shop Stewards

The Employer agrees to recognize Shop Stewards appointed by the Union. The Union will advise the Employer in writing of the names of Shop Stewards so appointed.

9.2 Visitation

- (a) Duly authorized representatives of the Union shall be entitled to visit the plant with the approval of the Employer, such approval not to be unreasonably withheld, for the purpose of dealing with matters arising from the interpretation, application or operation of this Agreement and shall observe all reasonable rules and procedures applicable to visitors and will not engage in any activity that is disruptive or interferes with the operations or workforce.
- (b) The Employer shall fully and fairly consult with the Union prior to making any reasonable changes to its visitation rules. Any new rules shall not conflict with this Collective Agreement.
- (c) In the event that representatives of the Union wish to visit an area where employees are working, the Employer shall have the option of accompanying the representatives to the area for the safety of any individual.

9.3 Orientation

During orientation:

- (a) The Employer will provide to new employees a Union pamphlet approved by the Employer; and
- (b) The Employer will provide a list of officers, Shop Stewards and safety representatives in the respective departments; and
- (c) The Employer will grant the Union fifteen (15) minutes to meet with new employees; and
- (d) The Union commits to acting professionally during such meetings. If issues arise, this privilege will be suspended until the President of the Union meets with the Human Resources Manager to resolve the issue.

9.4 Employee Information

The Employer shall provide the Union with an updated employee list each quarter. The Employer shall update the Union weekly with respect to new hires and dismissals.

9.5 Union Representation

When an employee is to receive written notice of discipline in the form of a written warning, suspension, or dismissal, or Union representation is otherwise allowed by law, the employee shall have a Shop Steward present at the meeting.

9.6 Discipline and Discharge

- (a) All discipline and discharge will be meted out within ten (10) **working** days of the Employer becoming aware of an incident, **provided that the employee is present at work each of the ten (10) days.**
- (b) The Employer will not use a disciplinary letter for any purpose following completion of an eighteen (18) month period without receiving further disciplinary letters.
- (c) Employees shall be entitled to review their personnel files on an annual basis or upon being disciplined.

Article 10 - Safety

- 10.1 The Employer and the Union agree that safety in the workplace and the protection of all employees are of primary importance. Safety is a shared responsibility and the input of all employees to improve safety practices and conditions is encouraged and expected. Plant safety programs and efforts will be coordinated through the involvement of people from all levels of the organization.
- 10.2 The Employer and the Union will maintain a Safety Committee to ensure and promote safety at and away from work. The terms of reference of the Safety Committee will include:
 - (a) An equal number of members appointed by the Union and the Employer representing different Departments in the plant.

- (b) The Complex Safety Co-coordinator (or designee) will act as the Safety Committee's facilitator.
- (c) The Employer may invite non-committee members to provide safety advice to the Safety Committee.
- (d) The Safety Committee shall meet at least once (1X) a month on Employer time.
- (e) Additional time off with pay may be allowed to tour the plant and conduct a safety inspection.
- (f) The Complex Safety Co-coordinator (or designee) and the Union will provide necessary training.

10.3 The Employer and the Union will establish an ergonomics team to work with the Safety Committee in identifying potential ergonomic problem areas and potential solutions. The terms of reference of the team will include:

- (a) An equal number of employee members appointed by the Union and the Employer representing different Departments in the plant.
- (b) The Employer may invite non-committee members to provide ergonomic advice to the team.
- (c) The ergonomics team will meet at least once (1X) every month, on Employer time, to discuss ergonomic issues.
- (d) The Complex Safety Co-coordinator (or designee) and the Union will provide necessary training.

- 10.4 Concerns about plant safety shall be discussed between the Union's Business Agent and the Plant Manager. In the event issues cannot be resolved between them, they may jointly or individually refer the issue to the Safety Committee at the departmental or complex level.
- 10.5 The parties recognize their respective rights and responsibilities under Alberta's Occupational Health and Safety Legislation and Canada and Alberta's Food Inspection and Safety Legislation. No employee shall be penalized for a bona fide exercise of any rights under such legislation.

10.6 Safety Hat Program

The **Safety** Hat system is intended to ensure that health and safety is given the highest priority at the shop floor level. It is also intended to ensure that, with other aspects of the health and safety program, worker participation and perspective is brought to the regulation of health and safety matters.

Safety Hats are intended to be a visual signal regarding the importance of health and safety and be sensitive to and ready to act on health and safety matters.

Safety Hats shall be selected by Union-Management Joint Health and Safety Committees as follows:

- (a) Individuals interested in becoming **Safety** Hats shall submit a letter to the Union-Management Joint Health and Safety Committee indicating their interest in becoming a **Safety** Hat and stating the reasons why.

- (b) The Health and Safety Committee shall select **Safety** Hats based on a review of the applicant's support by their peers; the bone fides of their interest in the position; the applicant's leadership and prior involvement in the area of health and safety; and mutual agreement by the Company and the Union.

Workers designated as **Safety** Hats will be provided with proper and adequate training.

Safety Hats shall inform their Supervisor and then be allowed reasonable on duty paid time to perform their **Safety** Hat duties.

The Executive Joint Health and Safety Committee may invite the **Safety** Hats to meet with the Committee when the Committee believes it is appropriate to do so.

Article 11 - Probationary Period

- 11.1 All employees shall be on probation for three (3) months from the date of last hire. During the probationary period the Employer may terminate an employee for any reason at its discretion which shall not be subject to a grievance under the grievance procedure. Probationary employees have no seniority rights other than those rights specifically set forth in this Agreement.
- 11.2 The probationary period of any employee may be extended by mutual agreement between the Employer and the Union.

Article 12 - Hours of Work and Overtime

12.1 Hours of Work

The Employer retains the right to schedule hours of work of employees as is necessary to ensure the efficient operations and to provide for the determined hours of operation.

The hours of work as stated in this article are not to be construed as a guarantee, as a minimum nor as a restriction for any maximum hours to be worked.

12.2 Regular Work Schedules and Compressed Work Week Schedules

Regular schedules for employees shall be defined as up to eight (8) hours per day, averaging forty (40) hours of work per week, as determined by the Employer.

The Employer may also implement schedules with variable hours of work per day, including compressed work week schedules, which average forty (40) hours per week over the rotation cycle of the schedule as determined by the Employer.

For employees in the Maintenance Department, regular schedules for employees on compressed work week schedules shall be defined as up to eleven (11) hours per day, averaging forty-four (44) hours per week over the rotation cycle of the schedule as determined by the Employer.

For employees on compressed work week schedules in Boiler/Refrigeration operations and the Parts Department, regular schedules shall be defined as up to twelve (12) hours per day, averaging forty-two (42) hours per week over the rotation cycle of the schedule as determined by the Employer.

12.3 Scheduled Days Off

Employees shall be entitled to two (2) consecutive days off each week except where schedule changes or shift rotation on an employee's regular schedule may result in a variation such as one (1) day off at the time of the change.

12.4 Overtime

(a) If an employee is required to work in excess of the scheduled hours per day or compressed work week hours per day as outlined in Article 12.2, the employee will be paid one and one half (1 1/2X) times the employee's regular rate for the first four (4) hours of overtime and double (2X) their regular rate for any additional hours after four (4) hours of overtime.

(b) For **the** purposes of Saturday work, an employee **must** work **all of the available** hours of a regular work schedule or compressed work week schedule. **If an employee does not work all of the available hours** due to absences, or for other reasons, these hours must be made up before overtime is payable. Time off granted by the Employer from Monday through Friday:

- For vacation or bereavement leave;
- Pursuant to Article 16.3(b) or (e) or for other approved Union leave of not more than three (3) days;
- For Jury Duty or to attend Court in response to a subpoena;
- Verified hospitalization or attendance at a prearranged medical, dental or Citizenship and Immigration Canada appointment; and
- General Holidays

will count as hours worked for purposes of Saturday overtime.

- (c) Sunday work that is not regularly scheduled shall be voluntary. Overtime hours worked on Sunday shall be paid at the rate of double time (2X).
- (d) The Employer shall provide **an eight (\$8.00)** dollar meal allowance if overtime work continues more than two and one-half (2 1/2) hours beyond the end of an employee's regular shift.
- (e) ***For the purpose of computing pay for hours worked where the shift crosses over two (2) calendar days, such hours shall be treated as worked on the day in which the shift commenced. However, in the event the shift exceeds more than two (2) hours into the next day, hours***

worked following the two (2) hours into the next day shall be compensated on the basis of the applicable rate for the day on which those hours are worked.

12.5 Breaks

- (a)** Employees ***who*** are entitled to two (2) fifteen **(15)** minute rest breaks, one **(1)** break in the first half of their shift (paid), and one **(1)** in the second half of their shift (***ten (10)*** minutes paid and ***five (5)*** minutes unpaid). Employees are also entitled to one **(1)** unpaid meal break of one-half (1/2) hour on each regularly scheduled day of work.
- (b)** The Employer will schedule the first break ***no sooner than one and one half (1 1/2) hours from the start of the shift and not later than three (3) hours from the start*** of the shift.
- (c)** ***Unless otherwise specified in this Agreement, employees shall not be required to work in excess of three (3) hours without a break.***
- (d)** Employees assigned to continuous operation in Boiler/Refrigeration operations shall take their breaks on a paid basis at a convenient time.

12.6 Guarantee

- (a)** The Employer guarantees to each full-time employee who has completed their probation as per Article 11, thirty-six (36) hours of work or pay equivalent to thirty-six (36) hours at their regular hourly wage rate of pay for each week of employment. This shall not

apply in the event of acts of God, civil commotion, public utility failure, explosion, labour disturbances or government acts that prevent the Employer from operating. The guarantee will be reduced by eight (8) hours for each full shift on which the plant is unable to operate because of the above. Hours an employee is absent for any reason will be deducted from such thirty-six (36) hours.

- (b)** Employees laid off or recalled because of the operation of the Article 25 seniority provisions of this agreement, shall receive pay for only those hours worked in the week of such layoff or recall.
- (c)** The Employer shall notify affected employees of a reduced work week on or before Friday of the prior week, in which event the guarantee shall be reduced to thirty-two (32) hours pay at their regular rate. This reduction will not exceed fifteen (15) times for each employee per twelve (12) month period from the date of signing of the revised Collective Agreement.

Article 13 - Recognized Holidays

13.1 The following days shall be recognized holidays:

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

The August Civic holiday (the first Monday in August) will constitute a holiday in lieu of Remembrance Day.

13.2 The Employer will pay employees an amount equal to the normal hours worked for each holiday at their regular hourly wage rate for the General Holidays provided that:

- (a) The employee has worked at least thirty (30) calendar days in the preceding twelve **(12)** months; and
- (b) The employee works the hours scheduled on the working day before and the working day after the holiday; and,
- (c) The employee has not failed to work when scheduled to work on the holiday; and,
- (d) The employee is not absent without the Employer's consent.

13.3 **(a)** For all work performed on a holiday, the Employer will pay an employee double time (2X) the employee's regular hourly wage rate for each hour worked on the holiday.

(b) *For the purpose of computing pay for hours worked where the shift crosses over two (2) calendar days, such hours shall be treated as worked on the day in which the shift commenced. However, in the event the shift exceeds more than two (2) hours into the next day, hours worked following the two (2) hours into the next day shall be compensated on the basis of the*

applicable rate for the day on which those hours are worked.

- 13.4 If a recognized holiday occurs during an employee's vacation period, the employee may elect to receive holiday pay as provided in Article 13.2 above or a paid holiday on another day mutually agreed between the Employer and employee.

If a recognized holiday falls on a regular scheduled day off of a full-time employee, the employee shall receive an additional day off with pay on a work day immediately prior to the holiday or the work day immediately following the holiday or, in the Employer's sole discretion, the employee shall receive holiday pay.

Article 14 - Vacations

14.1 Annual Vacation

(a) Vacation year will be determined ***based on the employee's anniversary date. From ratification (July 28th, 2014) of this Agreement until January 1st, 2015, vacation pay shall be calculated based on the below percentages of an employee's regular wages. Beginning January 1st, 2015, the below languages shall apply:***

(i) Each full-time employee who completes one (1) year of service with the Employer shall be entitled to two (2) weeks annual vacation leave and four (4%) percent of ***gross earnings paid by the Employer excluding any bonus***

payments for the past vacation year as annual vacation pay.

(ii) Each full-time employee who completes five (5) years of service with the Employer shall be entitled to three (3) weeks annual vacation leave and six (6%) percent of **gross earning paid by the Employer excluding any bonus payments** for the past vacation year as annual vacation pay.

(iii) Each full-time employee who completes **ten (10)** years of service with the Employer shall be entitled to four (4) weeks annual vacation leave and eight (8%) percent of **gross earnings paid by the Employer, excluding any bonus payments** for the past vacation year as annual vacation pay.

(iv) Each full-time employee who completes **twenty (20)** years of service with the Employer shall be entitled to five (5) weeks annual vacation leave and ten (10%) percent of **gross earnings paid by the Employer, excluding any bonus payments** for the past vacation year as annual vacation pay.

(b) Accrued vacation shall be paid to each employee no later than the next regularly scheduled pay-day after the employee starts annual vacation.

14.2 ***The Employer determines when the plant operations allow employees to take vacation. The Employer will schedule vacations by each individual department and line area. The considerations for scheduling***

shall be in order of the requirements of the plant, seniority and the individual selections of the employees.

14.3 *The Employer shall notify employees by January 15th of each year of the Employer's intention to begin scheduling period. The vacation scheduling period shall be from February 1st to March 31st of each year. Employees may schedule vacations between April 1st and March 31st. The Employer shall commence vacation scheduling at the beginning of the vacation period. The selection of vacation shall be in order of seniority. Employees shall be required to indicate their preferences within two (2) working days and will receive written confirmation of the approved vacation time.*

14.4 *Any employee who fails to select all of their vacation during the vacation scheduling period, shall have from April 1st to May 31st to select their remaining vacation time. This will be done on a first come, first served basis. Any employee who fails to schedule their vacation time by March 31st shall have their vacation selected by the Employer. Any employee who requests to change scheduled vacation shall be on a first come, first served basis and based on mutual agreement.*

14.5 *In the event that an employee bids or transfer from one department, line or area to another after the vacation schedule has been set, such employee may not receive their vacation on the dates previously scheduled in their former department, line or area. Such employee will have a vacation preference*

subject to availability based on the new department, line or area's existing schedule for the particular vacation year, and only after the employee becomes "qualified" in the new department, line or area as per Article 25.8. If such employee fails to qualify and/or select their vacation within the thirty (30) calendar days from the date they are moved to their new position, their vacation shall be scheduled by the Employer. If an employee returns to their previously held position within fourteen (14) calendar days, they shall retain their previous vacation schedule.

14.6 ***After April 1st of each year, any request by an employee to change their approved vacation will be subject to considerations for plant operations and will not be considered if it affects another employee's vacation regardless of seniority.***

14.7 ***It is expressly understood by both parties that following one (1) year of service, all employees must take all available vacation time during their anniversary year.***

14.8 **Employees who terminate their employment prior to taking earned vacation leave shall receive pay in lieu of vacation.**

Article 15 - Classifications, Wages and Premiums

15.1 Classifications, Job Assignments and Pay

The classifications, job assignment levels and pay increases applicable to all employees are set out in Schedule "A". The start rates set forth in Schedule "A" are

minimums only. No changes to the current classifications or job assignment levels shall occur without first being discussed by the Joint Labour Management Committee. Employees shall automatically receive their progressive service increments outlined in Schedule "A". The Employer may compress the wage progression in its discretion.

15.2 Payment of Wages

Employees will be paid by direct deposit every two (2) weeks with up to a one (1) week period after the end of a pay period allowed for payroll processing.

15.3 Shift Premium

A shift premium of thirty-five (\$0.35) cents per hour is paid for each hour worked between 18:00 hours (6:00 p.m.) and 06:00 hours (6:00 a.m.) in any twenty-four (24) hour period. Shift premiums are as follows: thirty-five (\$0.35) cents per hour for regular premium; fifty-two (\$0.52) cents per hour for overtime premium; or, seventy (\$0.70) cents per hour for double time premium.

15.4 Higher Classification

(a) When **an** employee is assigned by the Employer to perform the duties of a higher job classification for a period of **two (2) hours** or more, the employee's pay rate shall be paid according to the rate applying to the higher job classification **for all hours worked at the higher job classification.**

(b) Any employee who is being cross-trained on a higher job classification shall not receive the higher rate of pay.

15.5 Wage Increase

Ratification Bonus – Employees will receive a ratification bonus based on the below years of service and amounts:

- ***Over 15 years of service – 120 hours at their regular rate of pay***
- ***Over 10 years to 15 years of service – 80 hours at their regular rate of pay***
- ***Over 5 years to 10 years of service – 40 hours at their regular rate of pay***
- ***3 years to 5 years of service - \$400.00***
- ***2 years to 3 years of service - \$300.00***
- ***1 year to 2 years of service - \$200.00***
- ***90 days to 1 year of service - \$100.00***

Upon ratification, all employees covered by this Agreement shall receive a lump sum payment in the amount of one thousand, one hundred (\$1,100.00) dollars.

Payments to be made within forty-five (45) days of ratification.

Annual wage increases are as follows:

- ***January 5th, 2015: All hourly wage rates shall be increased by thirty (\$0.30) cents.***
- ***January 4th, 2016: All hourly wage rates shall be increased by thirty (\$0.30) cents.***
- ***January 2nd, 2017: All hourly wage rates shall be increase by thirty-five (\$0.35) cents.***

Article 16 - Leaves of Absence

16.1 General Leave

An employee may request a leave of absence which will be considered at the discretion of the Employer based on the reasons for the leave, compassion and the valid operational needs of the Employer, which discretion shall be exercised reasonably. The request shall be made in writing. If the request is refused, the employee shall be advised of the reasons for the refusal. Personal and compassionate leaves of absence will not normally be granted during the prime production/vacation period (i.e. April 1st - September 30th, Christmas week and Easter/Spring break).

16.2 Maternity, Parental and Adoption Leave

Maternity, parental and adoption leaves shall be granted according to the Employment Standards Code, subject to the following:

- (a) An employee must give the Employer at least three (3) weeks written notice of the date the maternity, parental or adoptive leave will start.
- (b) An employee must give the Employer at least three (3) weeks written notice of the date on which the employee intends to resume work and, in any event, must give notice not later than three (3) weeks before the end of the leave period to which the employee is entitled, or three (3) weeks before the date on which the employee has specified as the end of the employee's leave period, whichever is earlier.

Employees will continue to accrue seniority under this article.

16.3 Union Leaves

The Employer agrees to grant time off to employees for Union business as follows:

- (a) The Employer will not act unreasonably in denying a request for a Union leave.
- (b) A maximum of five (5) employees will be allowed to take a Union leave at any one time up to a maximum of fourteen (14) days leave at a time for Union meetings, conventions and conferences.
- (c) Union leaves for Union meetings, conventions and conferences will not normally be granted during the prime vacation/production period and normally not

more than two (2) periods of Union leave will be granted in any one year.

- (d) The Employer shall grant Union leave without pay or benefits for up to three (3) employees to serve as officers or employees of the Union, Local 401 or UFCW Canada Representatives. Leaves granted under this article shall not exceed the term of the current Collective Agreement.

It is understood and agreed that the three (3) employees serving as officers, employees or representatives shall not engage in organizing work at any **JBS Food Canada Inc.** plant at any location other than **its Brooks, Alberta Beef Processing Facility**.

- (e) The Employer agrees to allow eighteen (18) employees a leave of absence to attend collective bargaining (negotiations) and Union caucus meetings relating to such negotiations, such number to be distributed representatively among the operational areas at the discretion of the Union. Without reducing the entitlement to below eighteen (18), such leaves shall not result in a significant disruption of efficient, reliable, safe operations. Before any such leave is denied, the Employer will consult with the Union to attempt to find a resolution.

It is acknowledged that “caucus meetings relating to such negotiations” means meetings of the committee members to prepare proposals prior to and during negotiations for revision of the Collective Agreement between the parties, formal members’

meetings scheduled in advance with the Union negotiation committee to provide negotiation updates and formal members' meetings scheduled in advance with the Union negotiation committee to consider ratification.

- (f) The Union will reimburse the Employer for wages and benefits for leaves for Union business.
- (g) No employee shall be discriminated against for taking a Union Leave.

16.4 Bereavement Leave

Absences due to the death of a member of an employee's immediate family will be considered an excused absence. An employee who requires time off to attend the funeral of a family member will be paid during the period of absence on the following basis:

- (a) In the event of the death of an immediate family member, the employee will be granted time off and shall be paid his/her regular rate of pay for the number of hours their department works to a maximum of **twelve (12) hours per** day for each of three (3) consecutive work days, one of which must be to attend the funeral **or memorial service**. "Immediate family" is defined to include: spouse, **same sex partner, common law spouse**, child (step), mother (step), father (step), sister, brother, grandparent, grandchild, mother-in-law, and father-in-law.

- (b) In the event of the death of a brother-in-law, or sister-in-law, the employee will be granted time off and shall be paid his/her regular rate of pay for the number of hours their department works to a maximum of **twelve (12)** hours for the purposes of attending the funeral **or memorial service**.
- (c) The employee must provide satisfactory proof to the **Employer** of the relationship of the deceased, the date of the funeral **or memorial service**, and their attendance at the funeral **or memorial service**.

16.5 Reservist Leave

Employees who are reservists in the Canadian Armed Forces shall be entitled to an unpaid, job protected leave of absence when deployed to an operation outside of Canada (including any required pre or post deployment activities) or inside of Canada to assist in an emergency.

In addition, a reservist is entitled to unpaid leave of up to twenty (20) days each calendar year to participate in annual training.

A reservist must work for the Employer for a period of at least twenty-six (26) weeks before being entitled to leave. Benefits for employees shall be reinstated on the date of return from duty or annual training.

In the event that any part or section of Part 2, Division 7.1 of the Employment Standards Code is clarified, removed, amended or in any way changed;

the parties shall meet and identify the necessary changes to this article.

Article 17 - Benefits and Retirement Plan

17.1 Alberta Health Care

When an employee has been employed for one (1) year, the Employer will pay the full premium cost for Alberta Health Care.

17.2 Group Benefit Plan

The Employer will pay the full cost of a group benefit plan providing Extended Health Care Benefits, Long-term Disability coverage, Dental and Vision Care for employees after **three (3) months** of continuous **service**. Short-term disability benefits are provided for employees following successful completion of the probationary period and shall start on the first (1st) day of absence due to an accident and the fourth (4th) day of absence due to illness. A summary of the Plan is provided upon enrolment.

The Employer shall not be responsible for any benefit claims that the insurance carrier has determined to be non-qualifying claims and shall not be subject to the grievance and arbitration procedures of this Agreement.

17.3 Retirement Plan

To provide for an employee's retirement, the Employer has established a Registered Retirement Savings Plan

(RRSP). The Employer will match contributions of employees as follows:

- (a) After the 1st year of full-time service - Employer 1% of regular wages - employee 1% of regular wages
- (b) After the 2nd year of full-time service - Employer 1.5% of regular wages - employee 1.5% of regular wages
- (c) After the 3rd year of full-time service - Employer 2% of regular wages - employee 2% of regular wages
- (d) After the 4th year of full-time service - Employer 2.5% of regular wages - employee 2.5 % of regular wages

The Employer shall make contributions based on all hours paid by the Employer to the employees to a maximum of forty (40) hours per week.

Article 18 - General Conditions

Identification Cards

A personalized employee I.D. card is issued to each employee on his/her first day of employment. This card is required to record the time of entry and departure from the site and is also an authorization to access the plant. It is the employee's responsibility to take proper care of the card. Cards will be replaced free of charge upon proof of damage. If it has been lost or stolen a charge of **ten (\$10.00)** dollars may result in order to replace the original card. As the identification card is considered Employer property, failure to

return the card following employment with the Employer will result in a charge of fifty (\$50.00) dollars.

Employees are required to swipe their own card through the time clock at the start of their shift and when they leave. Employees are not permitted to have another employee swipe their card for them. Any violation of this policy may lead to disciplinary action up to and including the possibility of dismissal.

Article 19 - Remuneration

The Employer agrees to continue its present system (including exceptions) to the direct deposit system wherein payday is every second Friday via direct deposit.

Article 20 - Payroll Errors

Payroll errors in remuneration over one hundred (\$100.00) dollars shall be corrected within a business day. The practice of correcting errors under one hundred (\$100.00) dollars on the next pay check will be continued. For the purpose of this clause, business days do not include Saturday or Sunday.

Article 21 - Union Bulletin Boards

The Union will **be provided four (4)** lockable bulletin boards which will be installed by the Employer in **four (4)** conspicuous locations in the plant. The current locations in Slaughter and Processing are appropriate. The parties **have**

agreed to a third (**3rd**) location in material handling. **The parties have agreed to a fourth (4th) location in the hide plant.** The Union Representative only will have a key but it is understood that only Union sanctioned materials shall be posted. The bulletin board is for Union information only. The Union will be responsible for the maintenance and the repair of the bulletin board.

Article 22 - Upward Evaluations

The Employer and the Union recognize the value of direct employee input to assist in the development of managerial skills, and the Employer's policies and practices. It is agreed that the Employer shall continue its practice of utilizing perception surveys from time to time. Under this program employees confidentially evaluate managerial employees and the Employer's programs and practice.

Article 23 - Technological Change

In the event that the Employer introduces new technology that may result in the layoff of any employee, the Employer will meet with the Union to discuss ways to avoid layoffs resulting from the introduction of new technology.

Article 24 - No Discrimination

Neither the Employer nor the Union will discriminate against any employee because of race, colour, **gender, sexual orientation, mental disability, family status,** physical

disability, age, religious beliefs, ancestry, place of origin, or marital status.

Article 25 - Seniority

25.1 Seniority for employees is defined as the length of an employee's service with the Employer from the last date of hire as an employee.

If two (2) or more employees have the same seniority date, the order of seniority for such employees shall be established alphabetically based on the last name.

25.2 The Employer agrees to provide a seniority list to the Union every three (3) months and to post an updated seniority list in the plant every six (6) months. The Employer will continue its practice of providing new hire information to the Union.

25.3 An employee shall lose all entitled seniority and shall be deemed to have terminated employment if the employee:

- (a) Is discharged for cause and is not reinstated;
- (b) Resigns;
- (c) Fails to report for three (3) consecutive scheduled shifts except for circumstances beyond the employee's control;
- (d) Fails to notify the Employer of the employee's intention to return to work within ten (10) calendar days following a recall from lay-off and after being

notified in person, by telephone or mail to do so;

- (e) (i) Has less than one (1) year of seniority and is continuously laid off for a period of three (3) months, or;
 - (ii) Has more than one (1) year but less than five (5) years of seniority and is continuously laid off for a period of six (6) months, or;
 - (iii) Has five (5) or more years of seniority and is continuously laid off for a period of twelve (12) months, or;
- (f) Retires.

25.4 Definition

A lay-off shall be defined as a period of five (5) consecutive calendar days or longer where no work is scheduled for an employee.

25.5 Role of Seniority in Lay-offs

Employees with the least seniority shall be the first to be laid off in a department provided the remaining employees have the qualifications and ability to do the remaining work as determined by the Employer.

25.6 Recall of Employees

Full-time employees who have been laid off shall be returned to work on a department basis in seniority order

provided they have the qualifications and ability to do the remaining work as determined by the Employer.

25.7 Role of Seniority in Overtime

If unscheduled overtime is available in the department, it must be offered to the most senior employee who is able to perform the work within that department. If the Employer is unable to get enough employees to perform the work, then employees will be required to work in order of reverse seniority. The Employer shall not be required to offer unscheduled overtime based on seniority in cases of emergencies such as recalls, government acts or actions, acts of God, public utility failure, civil commotion, labour disturbance, or explosions.

25.8 Job Bids

The Employer agrees to maintain a job ***bidding procedure as specified in this section.***

The efficient operation of the plant requires that minimum skill, ability and qualifications as determined by the Employer be required (the “job requirements”). Bids shall be awarded to the ***most*** senior ***bidding*** employee who has the ***necessary*** job requirements.

Jobs other than ***those specified below*** will be posted for bid if the Employer determines there is an operational need.

The Employer may, in the instance of certain skilled jobs, choose to select, and train employees in the jobs as listed

below without **requirement to bid those positions**. In the event a selected employee has not been placed in the job within **thirty (30)** calendar days of the selection, the Complex Manager or his designate will be notified the selected employee was not moved.

The certain jobs to be included are: Maintenance, Lead Hand(s), Trainer(s), Shag Drivers, Quality Assurance, Rendering Operators (with tickets), Hot Scaler, Carcass i.d., Break Scaler, Grade Scaler, and K-pac Operator **and RT Operators**. The Employer shall post notice that such opening(s) exist. Consideration will be given to existing employees who meet the skill, ability and qualification requirements for the job.

All job postings shall state the job title, job requirements, line and shift, a brief description of the principal duties, the wage rate for the job and the maximum working hours for the employee to qualify ("qualifying period").

Job postings shall be from Monday at noon (12:00 p.m.) until Friday at noon (12:00 p.m.), **however, all jobs shall be posted for a minimum of five (5) working days. All bids** must be received during that period in order to be considered. The job shall be awarded within seven (7) days after the end of the posting on Friday noon (12:00 p.m.).

No employee may bid during their probationary period.

Bids shall be awarded to the bidding employee with the most seniority in the same Department as the bid. If no employee from that Department bids on the job,

it shall be awarded to the bidding employee with the most seniority in the same division as the bid job. If no employee from the division bids on the job, it shall be awarded to the bidding employee with the most seniority in the plant.

For the purposes of this article, the below Divisions and Departments shall apply:

Production Division Departments

- ***Fabrication***
- ***Material Handling***
- ***Slaughter***
- ***Ground Beef***
- ***Cooler***
- ***Hides***

Rendering Division Departments

- ***Rendering***

The Employer may change the structure of the Divisions and Departments as it determines necessary to ensure efficient operation and the above shall be deemed amended accordingly. ***In the event changes are made to this structure, the Employer shall notify the Union of such change.***

In the event a successful bidder bids on ***a job with a higher rate of pay had*** not been placed on the newly bid job within ***thirty (30)*** calendar days of the award, the Complex Manager or his designate will be notified the successful ***bidder has*** not ***been*** moved.

An employee will be given a qualifying period during which the Employer will determine if the employee is qualified. If the Employer determines an employee has qualified, the employee shall be paid the wage rate of **the** job and shall be considered a permanent transfer.

A successful bidder **must** make sincere efforts to learn the job. An employee **may disqualify themselves within** fourteen (14) calendar days from **the date they were moved to the awarded job.**

An employee who is disqualified by their choice or by the determination of the Employer shall be placed on an open position in their former line. They shall not displace any person from a bid job, but shall be placed in available work which they are capable of performing. They shall be paid the current wage rate of the job they are moved to.

An employee must qualify/**disqualify on** the job they **are** awarded before being allowed to bid on another job.

No employee may be the successful bidder on any job more than two (2) times in a rolling twelve (12) months.

Vacancies that have been filled through the bid process that the successful bidder does not qualify for (self-disqualified or disqualified by the Employer) will be filled by the next most senior employee on the bid sheet who meets the necessary job requirements. If this person does not qualify or there is no senior employee who meets the necessary job requirements, the vacancy may be filled through assignment by the Employer.

In an effort to ensure open and clear communication regarding the movement of successful bidders, the Employer shall maintain a “posting and bid aging” report. This report shall contain: the date a job was posted; date the job was taken down; the Department and Division of the job; the Job Grade; the name of the successful bidder; the job they are moving from; and the date they are moved or estimated to be moved to the awarded job. This report will be furnished to the Union on at least a monthly basis. The Employer and the Union further agree to meet at least monthly regarding bids and postings.

Article 26 - Clothing, Equipment and Tools

- 26.1 The Employer will provide rubber boots and other clothing and equipment as required.
- 26.2 Employees will be responsible for the maintenance and good condition of all clothing, tools, and equipment purchased from or furnished by the Employer. The Employer will replace furnished items when they wear out or break through ordinary wear and tear upon surrender of the worn or broken item.
- 26.3 Employees will be required to replace items which are determined to be lost, damaged, or broken through misuse or negligence.
- 26.4 Upon termination of employment, employees must return all clothes, tools, and equipment furnished or replaced by the Employer.

26.5 Maintenance employees will not receive rubber boots but will be entitled to an annual boot allowance of one hundred **fifty (\$150.00)** dollars following their first year of employment.

26.6 Maintenance employees will supply their own tools but will be reimbursed for tools that wear out or break through ordinary wear and tear upon surrender of the worn or broken item.

Article 27 - Duration

27.1 This Agreement commences on date of signing and shall remain in force until December 31st, **2017**.

27.2 Either party may, within one hundred twenty (120) days, but not less than sixty (60) days prior to the expiry date or the subsequent anniversary date of this Agreement, give notice in writing to the other party to commence collective bargaining for the revision of this Agreement.

Signed this _____ day of _____, **20**__.

For the **Employer**:

For the Union:

Employer Committee:

Union Committee:

Karl Meyer
Matthew Lovell
Dana Duncan
Jack Wolf
Yonathan Negussie

Bill Bennett
Dennis Forsey
Ricardo Demenezes
Butras Agok
Michael Black
Trevor Crosby
Carl Hillier
Sam Isimeli
Emiliano Lado
Aubrey Lambe
Lana Melnychuk
Flora Mona
Lonas Mayo
Casmir Niyitegeka-Makabuza
Romeo Patajo
Kent Sanders
Rosalind Wells

This Agreement was ratified on July **28th, 2014.**

Schedule "A"

Wage Grids

Part A – Production (Fabrication, Slaughter & QA)

Current Scale			
<u>Level</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>
Base	\$15.40	\$17.03	\$18.75
P1	\$18.20	\$19.20	
P2	\$18.60	\$19.60	
P3	\$19.10	\$20.10	
P4	\$19.60	\$20.60	
P5	\$20.25	\$21.25	

Effective <i>January 5th, 2015</i>			
<u>Level</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>
Base	\$15.70	\$17.33	\$19.05
P1	\$18.50	\$19.50	
P2	\$18.90	\$19.90	
P3	\$19.40	\$20.40	
P4	\$19.90	\$20.90	
P5	\$20.55	\$21.55	

Effective <i>January 4th, 2016</i>			
<u>Level</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>
Base	\$16.00	\$17.63	\$19.35
P1	\$18.80	\$19.80	
P2	\$19.20	\$20.20	
P3	\$19.70	\$20.70	
P4	\$20.20	\$21.20	
P5	\$20.85	\$21.85	

Effective <i>January 2nd, 2017</i>			
<u>Level</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>
Base	\$16.35	\$17.98	\$19.70
P1	\$19.15	\$20.15	
P2	\$19.55	\$20.55	
P3	\$20.05	\$21.05	
P4	\$20.55	\$21.55	
P5	\$21.20	\$22.20	

Part B – Custodial/Plant Service

Current Scale			
	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>
Laundry/ Janitorial	\$10.35	\$13.88	\$17.50

Effective <i>January 5th, 2015</i>			
	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>
Laundry/ Janitorial	\$10.65	\$14.18	\$17.80

Effective <i>January 4th, 2016</i>			
	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>
Laundry/ Janitorial	\$10.95	\$14.48	\$18.10

Effective <i>January 2nd, 2017</i>			
	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>
Laundry/ Janitorial	\$11.30	\$14.83	\$18.45

Part C – Maintenance

Current Scale					
<u>Level</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>	<u>9 Months</u>	<u>12 Months</u>
Base	\$16.40	\$18.41	\$21.06	\$21.06	\$22.55
1M	\$22.45	\$23.45			
2M	\$25.32	\$26.32			
3M	\$27.00	\$28.00			
4M	\$30.38	\$31.38			
5M	\$33.50	\$34.75			
6M	\$35.65	\$36.90			
7M	\$39.05	\$40.30			

Effective <i>January 5th, 2015</i>					
<u>Level</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>	<u>9 Months</u>	<u>12 Months</u>
Base	\$16.70	\$18.71	\$21.36	\$21.36	\$22.85
1M	\$22.75	\$23.75			
2M	\$25.62	\$26.62			
3M	\$27.30	\$28.30			
4M	\$30.68	\$31.68			
5M	\$33.80	\$35.05			
6M	\$35.95	\$37.20			
7M	\$39.35	\$40.60			

Effective <i>January 4th, 2016</i>					
<u>Level</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>	<u>9 Months</u>	<u>12 Months</u>
Base	\$17.00	\$19.01	\$21.66	\$21.66	\$23.15
1M	\$23.05	\$24.05			
2M	\$25.92	\$26.92			
3M	\$27.60	\$28.60			
4M	\$30.98	\$31.98			
5M	\$34.10	\$35.35			
6M	\$36.25	\$37.50			
7M	\$39.65	\$40.90			

Effective <i>January 2nd, 2017</i>					
<u>Level</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>	<u>9 Months</u>	<u>12 Months</u>
Base	\$17.35	\$19.36	\$22.01	\$22.01	\$23.50
1M	\$23.40	\$24.40			
2M	\$26.27	\$27.27			
3M	\$27.95	\$28.95			
4M	\$31.33	\$32.33			
5M	\$34.45	\$35.70			
6M	\$36.60	\$37.85			
7M	\$40.00	\$41.25			

Part D – Rendering

<i>Current Scale</i>			
<u>Level</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>
Base	\$15.40	\$17.48	\$19.65
1 R	\$21.55	\$22.55	
2 R	\$22.45	\$23.45	
3 R	\$27.00	\$28.00	
4 R	\$33.50	\$34.75	

Effective <i>January 5th, 2015</i>			
<u>Level</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>
Base	\$15.70	\$17.78	\$19.95
1 R	\$21.85	\$22.85	
2 R	\$22.75	\$23.75	
3 R	\$27.30	\$28.30	
4 R	\$33.80	\$35.05	

Effective <i>January 4th, 2016</i>			
<u>Level</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>
Base	\$16.00	\$18.08	\$20.25
1 R	\$22.15	\$23.15	
2 R	\$23.05	\$24.05	
3 R	\$27.60	\$28.60	
4 R	\$34.10	\$35.35	

Effective <i>January 2nd, 2017</i>			
<u>Level</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>
Base	\$16.35	\$18.43	\$20.60
1 R	\$22.50	\$23.50	
2 R	\$23.40	\$24.40	
3 R	\$27.95	\$28.95	
4 R	\$34.45	\$35.70	

Annual wage increases are as follows:

- ***January 5th, 2015: All hourly wage rates shall be increased by thirty (\$0.30) cents.***
- ***January 4th, 2016: All hourly wage rates shall be increased by thirty (\$0.30) cents.***
- ***January 2nd, 2017: All hourly wage rates shall be increase by thirty-five (\$0.35) cents.***

Upon Ratification (July 28th, 2014), all employees covered by this Agreement shall receive a lump sum payment in the amount of one thousand, one hundred (\$1,100.00) dollars.

Payment to be made within forty-five (45) days of ratification (July 28th, 2014).

The effects of job classification on the revised terms of the Collective Agreement shall take effect from the date this agreement comes into effect. This Agreement will come into effect on the first day of the next pay period following notification of ratification. All monetary items (except where expressly stated to be effective on some earlier or later date), will accrue due as of the date the agreement comes into effect, but the Employer will be allowed a ***forty-five (45)*** day period to adjust its payroll and actually make the changed payments.

Lead hands shall be ***paid fifty*** (\$0.50) cents over the top hourly wage rate for the level of the job they are working in.

Effective from the signing date onward, only the hourly wage rates set out in Schedule "A" (Wages) shall apply. No other factors

affecting wage rates shall be in effect, including, without limitation, chain stopper, ticket, blue hat, AHT and Trade Classification.

Apprentice status for all purposes including, without limitation, determination of the wage rate payable to the employee, requires active enrolment and participation in an Alberta Certified Apprenticeship program (four (4) years) in the trade of the position the employee is employed in. If an apprentice ceases participation in the Apprenticeship program, effective the date of cessation he will be paid at the level of the wage grid applicable to the last year successfully completed. (For example: if the employee leaves the Apprenticeship program without successfully completing the fourth (4th) year, he will be paid at the third (3rd) year apprentice level). ***The Employer will move the Apprentice Welder Year 3 from Level 3M to Level 4M.***

Progressive length of service increments in the wage grids for each level (moving from left to right in a level of the wage grid) are determined by length of an employee's service as defined in Article 25.1.

Where holding a valid provincial accreditation in Alberta is a job requirement, written confirmation the employee continues to hold a valid accreditation is required. This shall be a condition of continued qualification to hold the job and to receive the corresponding rate of pay shown in the wage grids.

In determining the wage rate to be paid when filling vacant jobs, the following shall apply:

Current Employees:

- if the job is awarded under the Job Bid procedure, the successful applicant will be paid at their wage

rate in effect the day of the award and if the employee qualifies in the job as per the bid procedure, the wage rate will move to the top wage rate for that level.

For example, if an employee who is at the top wage rate in a job in Level P1 – **nineteen** dollars **twenty** cents (**\$19.20**) is awarded a job at Level P5, he/she shall be paid **nineteen** dollars **twenty** cents (**\$19.20**) from date of award to the date he/she qualifies in the new job and then move to **twenty-one** dollars **twenty-five** cents (**\$21.25**) per hour.

- if a job vacancy is filled by assignment of an existing employee who is being paid at top wage rate for the level of their current job, the assigned employee will be paid at the “start” rate for the level of the assigned job and if the employee qualifies, then will move to the top rate for the level.

New Employees:

- 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 Employer’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 Employer'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 level. If the employee fails to qualify, the employee may be reassigned or discharged as the Employer determines.

- 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.

Letters of Understanding

1. Employer Programs

The Employer agrees to continue with the following existing programs. In the event the Employer wants to change the following programs, the Employer will first meet with the Union.

- Bus program from Medicine Hat
- Bus program in Brooks
- Tuition Refund Plan
- Employee Meat Purchase Program

Details of these programs are available from Human Resources.

2. Fixed Rates

Notwithstanding any provision in the Collective Agreement, the Employer agrees the wage rates in Schedule "A" shall not be changed except with the agreement of the Union, which shall not be unreasonably withheld.

3. Temporary Foreign Workers

- (a) The parties agree to expedite the handling of grievances where the outcome of the grievance may affect the ability of an employee hired under the temporary foreign workers program to maintain their

status under that program or their ability to remain in Canada. In order to achieve this, the parties shall:

- (i)** Attempt to advance matters through steps 1-3 of the grievance process as quickly as possible.
- (ii)** After step 3, immediately determine which arbitrators are ready and available to hear the matter within thirty (30) days of the submission to arbitration and to issue an oral award where possible, or a written decision where necessary or required by either party within a further fifteen (15) days of the conclusion of the hearing.
- (iii)** Submit any dispute as to whether the arbitration qualifies under this clause to arbitration under this process so that a preliminary objection does not defeat the object of this clause.
- (iv)** Each ensure that the counsel retained to represent them are available on the hearing date set by the arbitrator, or instead to retain alternative available counsel.
- (v)** If, after determining which of the arbitrators named on the Provincial list are available, the parties cannot agree upon which of those available arbitrators to appoint, either party may ask the Director of Mediation Services to make the selection from amongst those listed arbitrators that are available, or from among such other list of available arbitrators as the parties may jointly put forward to her.

If and when the Employer hires new employees under the Temporary Foreign Workers program it will advise the Union of the Federal or Provincial conditions imposed in order to hire those workers and will provide the Union with the employees' names and local residential addresses as provided to the Employer.

- (b) The Employer will arrange housing according to the current JBS Program (to be provided to the Union). Employees will have access to public transportation where feasible. The rent per employee will fall within government guidelines and will include utilities with the exception of cable and phone.***

- (c) The Employer will provide return transportation to employees who are not permanent residents and choose to return to their home country permanently, and to those employees that are not permanent residents and are required to return home. Ie: unable to obtain work visa extensions.***

- (d) The Employer will make arrangements with a local physician to ensure health care is available. If Medical attention is required prior to receiving Alberta Health Care cards, the physician can bill the Employer directly. The Employer can seek reimbursement from Alberta Health Care (Employer will continue the practice of assisting with the reimbursement process and prescription drugs). It will be made clear to the employee that they have the right to see any physician they choose and are not obligated to see the one provided by the Employer.***

- (e) The Employer will ensure that information is presented and explained in reference to all deductions (taxes, CPP, EI, Union dues, etc.), rates of pay progression(s) and immigration requirements prior to the employment contract being signed by the worker. The employment contract will not have any language that is contrary or changes anything in the Collective Bargaining Agreement.**
- (f) The Employer will put forth all temporary foreign workers for acceptance into the AINP, or other government program that may be in place, whether Employer sponsorship is required or not.**
- (g) If the government stops, changes, reforms, or modifies the Temporary Foreign Worker Program or stops the “Landed Immigration Status” program, this program will be open for review. The understanding is that the Temporary Foreign Worker Program is to supplement domestic hiring not replace it.**
- (h) The Employer will recruit temporary foreign workers with the suitability and criteria of the AINP in mind; however it is expressly understood that the Employer determines the hiring standards. It is clearly understood and agreed that all workers will have a vested interest in the plant.**
- (i) The Employer may request additional Labour Market Impact Assessment (LMIA) in the future,**

the Union will not unreasonably withhold their support.

- (j) Issues will be addressed between the Employer and the Union.***
- (k) The Employer will provide regular updates to the Union until the member has been nominated for permanent residency. The update shall include, but not limited to, date of expiration for work permit, status update for AINP nomination, any information that could affect the employees ability to work or remain in Canada.***
- (l) The Employer will provide an English program (where necessary) ensuring that it complies with the requirements of the AINP (or any other provincial nominee program that may be implemented). The English program will be provided without costs to the Employees.***

****For the purpose of this Letter of Understanding "Employee" means Temporary Foreign Worker.***

4. Maintenance Department Schedules

The Employer agrees that prior to any change to the regular work schedules and the compressed work week schedules in the Maintenance Department, it will meet with the Union to discuss any proposals for change.

5. Union Representatives Visits

To be implemented immediately and for the term of the Collective Agreement.

This letter relates to access for duly authorized Union Representatives to the Plant and interpretation and administration of Article 9.2(a).

The parties recognize the need of the Employer to regulate access to the Plant for reasons of security and safety and the need of the Union to have reasonable access to the Plant to carry out its obligations to employees as bargaining agent.

Applying these principles, the Employer and the Union commit to the following:

“Meeting Area” Visits

(a) In the case of regularly scheduled visits as determined by the Union (e.g. every Tuesday from 12:00 p.m. (noon) until 2:00 p.m., every Thursday from 8:00 p.m. until 10:00 p.m., etc.) when Union Representatives are limiting their access to the “meeting areas” (meaning the lunch rooms – Processing, Slaughter, Material Handling, Hide Plant, Truck Shop Break area, Boiler Control Room, Maintenance and Rendering – and designated tobacco use areas), the Employer will ensure gate security has been advised to expect and admit Union Representatives without Management approval and unaccompanied.

- (b)** In the case of visits to the “meeting areas” which are not regularly scheduled, Union Representatives shall provide the Human Resources Manager with a minimum of thirty (30) minutes notice of the time of the intended visit to enable the Human Resources Manager to arrange for security access in which access will be granted without Management approval and unaccompanied. After 6:00 p.m. notification will be provided to the Human Resources representative at (403) 501-2305 or (403) 501-2414. If the required phone numbers change, the Employer will notify the Union immediately. In the case of weekends, the Union Representatives will provide notice to the Complex Manager or designee.
- (c)** In the case of all “meeting area” visits, the Union Representatives will proceed directly from Security to the Human Resources Office to receive proper PPE and then to the “meeting area(s)” and will not conduct any Union business except in those locations unless approval to proceed to other areas is obtained from a Manager. It is understood that some nominal Union business will be conducted in some travel and common areas other than the “meeting areas” (e.g. brief interactions in the hallways).
- (d)** It is understood that Union Representatives visits described above shall be unaccompanied by Management and Security to ensure free, unscrutinized communication between employees and Union Representatives.

“Non-Meeting Area” Visits

- (e) In the case of visits to areas other than the “meeting areas”, the Union Representatives will advise the Complex Manager or designee. The Union Representatives will indicate when and where the visit is requested. Access shall be arranged subject to Article 9.2 and the Union Representatives will be met by a Manager at the security gate or in the plant as may be required and accompanied on the visit at the Employer’s option. Notice of visits will be made with enough time to permit arrangements for security access and accompaniment to be made.
- (f) The parties commit to respect each other’s needs as described here.

6. **Cold Weather Clothing**

The Employer shall provide a cold weather suit on an individual basis for employees working in the following positions:

- ***Shag Driver***
- ***Yards (product protection, sample runs, etc.)***
- ***Cattle Receiving***
- ***Kill and Fabrication Freezers (only those employees required to go into the freezers)***
- ***Maintenance Production and Slaughter***
- ***Rendering Load-out***

The Employer shall provide one (1) coat, per work group, for each of the following work groups. This is

to be used as needed by individuals in the work group.

- *Cooler cleanout*
- *Packaging cleanup (including slaughter)*
- *Store receivers*

The Employer shall provide two (2) cold weather suits, per work group, for each of the following work groups. This is to be used as needed by individuals in the work groups.

- *Boiler Room*

The Employer will only replace the above listed gear due to normal wear and tear.

7. Union Office

Within sixty (60) days of ratification of this Agreement, the Employer agrees to provide the Union with an office space that is easily accessible to employees. This office shall be large enough to accommodate a desk and a filing cabinet.

8. Multiculturalism Fund

The Employer agrees to make available fifteen thousand (\$15,000.00) dollars in the initial year of the Agreement. Each year thereafter, the Employer will make available an amount necessary, up to fifteen thousand dollars (\$15,000.00), to bring the

uncommitted balance of the fund up to fifteen thousand (\$15,000.00) dollars. No money may be spent from this fund without the mutual consent and agreement of the Employer and the Union.

9. Full-Time Union Position

The Union may designate two (2) Walking Stewards to cover A, B and C shifts from among the Employer's employees. These individuals shall have as their job duties the administration of this Agreement, including safety assignments and the processing of grievances. The Employer will pay the Walking Stewards two (\$2.00) dollars per hour above the Grade five (5) ("P5") or their pay grade prior to being designated as a Walking Steward, whichever is greater, on an hourly basis. During the 2014 calendar year, the Walking Stewards shall perform the functions of the position that they held prior to being designated as a Walking Steward, for the first two (2) hours of their previous assigned shift. Beginning January 1st, 2015, the Employer shall pay, on a bi-weekly basis, upon receiving a signed and dated form from the Walking Steward setting forth a summary of the issues addressed and with the status. The Walking Steward will punch in and out for attendance purposes. The Walking Stewards will continue to receive benefits on the same terms following their designation as a Walking Steward.

The Walking Steward program shall be reviewed by the Employer and the Union as needed to recommend needed adjustments, if any. If the program has not

served the intent and purpose of the Preamble of this Agreement, the Employer may discontinue the program with a thirty (30) day written notice to the Union. Prior to cancellation of the program, the Employer and the Union agree to hold a meeting to discuss specific concerns. In attendance at this meeting shall be, at minimum, the President of the Local Union and a designated member of the Labour Relations team.

Signed this _____ day of _____, **20**__.

For the **Employer**:

For the Union:

Employer Committee:

Karl Meyer
Matthew Lovell
Dana Duncan
Jack Wolf
Yonathan Negussie

Union Committee:

Bill Bennett
Dennis Forsey
Ricardo Demenezes
Butras Agok
Michael Black
Trevor Crosby
Carl Hillier
Sam Isimeli
Emiliano Lado
Aubrey Lambe
Lana Melnychuk
Flora Mona
Lonas Mayo
Casmir Niyitegeka-Makabuza
Romeo Patajo
Kent Sanders
Rosalind Wells

This Agreement was ratified on July **28th, 2014.**