

EXPIRY: JANUARY 31, 2015

AGREEMENT BETWEEN:

SPRINGHILL FARMS AND FREEZERCO, Neepawa, Manitoba, hereinafter referred to as the "Employer",

AND

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

RECEIVED
11/23/10

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

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

ARTICLE 1 PURPOSE

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

ARTICLE 2 UNION RECOGNITION

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

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

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

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

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

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

ARTICLE 3 DEDUCTION OF UNION DUES

3.01 The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and social insurance numbers and addresses of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque, with the name change of employees.

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

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

ARTICLE 4 UNION REPRESENTATIVE'S VISITS

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

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

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

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

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

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

ARTICLE 5 MANAGEMENT

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

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

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

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

ARTICLE 6 BARGAINING UNIT WORK

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

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

ARTICLE 7 CONTRACTING OUT

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

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

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

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

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

ARTICLE 8 LEAD HAND

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

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

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

8.03 A lead hand's job grade will be fifty (50¢) cents above the bracket 6.

ARTICLE 9 GENDER

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

ARTICLE 10 ADDRESS AND TELEPHONE NUMBERS

10.01 Employees shall notify the Employer's payroll clerk at once of all changes of address and telephone numbers, temporary or permanent. Failure of the employee to do so would relieve the Employer of any obligations to the employee under this contract where that information is required to fulfill the obligations, ie: notice of shift change, recall from layoff, etc.

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

ARTICLE 11 HOURS OF WORK

11.01 Work Week

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

11.02 Work Schedule

The work schedule shall consist of regular steady shifts and not swing shifts. Swing shifts or twelve (12) hour shifts shall apply only by mutual agreement, which agreement will not be unreasonably withheld, both parties recognizing the necessity of maintaining efficiency in the operation of the plant, and ensuring the welfare of the employees.

11.03 Changes to Work Schedule

Changes to the hours of work may be made, from time to time, to meet the requirements of the business. The Union will be consulted before a change is made in a gang schedule, or when feasible, in an individual's schedule. Employees will be entitled to notice of schedule changes on the basis of twenty-four (24) hours' notice where an individual's schedule is changed, and seven (7) days' notice where a gang's schedule is changed. If schedule is changed without sufficient notice, the employee shall receive overtime for all hours worked outside the previous schedule until the expiry of the required notice.

11.04 Set Back t Time

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

11.05 Clean-up Time

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

11.06 **Time Clock**

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

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

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

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

11.10 The Employer will guarantee its employees a minimum of seventy-four (74) hours pay per two (2) week pay period inclusive of any payment for hours worked and/or paid for, hour for hour and for overtime hours worked.

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

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

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

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

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

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

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

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

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

ARTICLE 12 MEAL AND REST PERIODS

12.01 Employees shall not be required, except in cases of emergency, to work more than five (5) hours without the first meal period and five (5) hours without the second meal period. The second meal period shall be one-half ($\frac{1}{2}$) hour on the Employer's time and the meal shall be supplied free of charge by the Employer. If due to circumstances the Employer does not provide a meal, a meal allowance of **seven dollars and fifty (\$7.50) cents** will be added to the employee's gross earnings for that fiscal week.

12.02 Employees required to work more than five (5) hours without a meal period, shall be compensated at one and one half (1 $\frac{1}{2}$) times their regular hourly rate of pay for all time worked in excess of five (5) hours until the meal period is granted. Employees engaged in continuous shift operations shall be exempt from this clause, but shall be entitled to a lunch period of thirty (30) minutes on the Employer's time. In the event of an earlier than normal start, the Employer shall have the right to change the time of the meal period in order to avoid the double penalty.

12.03 A fifteen (15) minute rest period will be given twice each shift, midway before lunch, and midway after lunch, provided that each work period is of not more than two and one half (2 $\frac{1}{2}$) hours. It is agreed that except in cases of personal necessity, employees shall not ask for additional time off during the day. It is mutually agreed that rest periods shall not be abused.

12.04 Notwithstanding this section, it is agreed that should a work period

exceed two and one half (2%) hours as a consequence of overtime being called, a third fifteen (15) minute rest period shall be granted except where the Employer provides a second meal break in accordance with Article 12.01.

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

ARTICLE 13 OVERTIME

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

13.02 Required overtime will be limited to one and one-half (1%) hours per day per employee and twelve (12) hours per two (2) week pay period. Employees who have notified the Employer of medical or dental appointments or other reasonable obligations within one half (½) hour of the notice of the overtime, shall be excluded from the above and shall not have the overtime offered used to calculate the employee's guarantee.

13.03 **This article outlines the Employer's obligation to provide notice to employees of overtime. Unforeseen circumstances do not allow the Employer to expand the amount of required overtime defined in Article 13.02 – all overtime beyond one and one half (1%) hours per day or twelve (12) hours per two week period is voluntary. Nothing in this article alters the method of requiring overtime as defined in Articles 13.02 or 13.04.**

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

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

13.04 The method to be used to select employees to work any necessary overtime will be on a voluntary basis by seniority. The employee posted on the job for which overtime is required shall have the first option of working the overtime. In the event this employee does not wish to work the overtime a supervisor will then canvass the other

employees within the department to their individual wishes, in the order of senior qualified person to junior qualified person. If the necessary number of employees are not obtained within the department, the Employer may draw employees from other departments in the plant on the basis of senior qualified employee available at the time overtime is requested.

If any qualified person is inadvertently missed in this rotation, such employee shall be given the first opportunity the next time overtime is required in the department. In the event that the number required is not obtained by this method, it will be required for qualified and available employees in their reverse order of seniority.

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

13.06 If by necessity an hourly rated employee is required to work in excess of eleven (11) continuous hours (fifteen (15) hours for twelve (12) hour shift employees), the employee shall be paid double (2) time his/her regular hourly rate of pay for such additional hours.

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

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

13.09 **With the exception of shift engineers**, full-time employees whose schedule calls for work on calendar Saturdays, Sundays or general holidays shall be paid one and one-half (1½) times their regular rates of pay for all scheduled hours. Such premium shall not be considered as part of the employee's basic rate.

ARTICLE 14 BANKED OVERTIME

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

- 1. medical or dental appointments for themselves and when required to attend with a member of their immediate family that could not be scheduled outside working hours;**

2. to maximize their hours to eighty (80) per two week period in the event of a temporary layoff
3. in the event of a plant shutdown;
4. to extend their approved leaves of absence when travelling out of the province to visit relatives;
5. to extend bereavement leave when additional travel is required.

“Banked” overtime not taken by April 1st of the following year shall be paid out by the Employer. Employees **must give** the Employer **written notice as far in advance as possible when using banked overtime as paid time off**. If the Employer **can prove that** this privilege is being abused, it may withdraw the banking privilege for that employee for the duration of the collective agreement.

ARTICLE 15 **MINIMUM CALL-IN**

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

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

ARTICLE 16 **REDUCTION OF HOURS /LAYOFF /RECALL**

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

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

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

16.02 When other than emergency overtime is to be worked, every

reasonable effort will be made to rehire employees who may be on layoff status.

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

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

16.05 **Temporary Recall**

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

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

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

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

ARTICLE 17 WAGES

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

17.02 The Employer shall show on the pay statement of each employee the hours worked at regular, time and one-half (1½), double time (2x) the rate of pay, total monies earned for a period along with a complete list of all deductions made. All employees in the bargaining unit shall be paid bi-weekly, every second Friday by direct deposit into a financial institution of the employee's choice.

17.03 **Composite Job Grade**

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

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

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

ARTICLE 18 QUALIFIED RATES OF PAY

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

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

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

18.04 **Instruction or Assistance in Training**

Instruction or assistance in training any employee shall be given by a supervisory officer of the Employer or by a **Corporate Trainer selected in accordance with Article 8.02 of this Agreement. Corporate Trainers will not have a position on the line and their primary function shall be to adequately train employees in the**

functions of their job. The roles and responsibilities will be assigned by Management.

Until three (3) months following the establishment of a second shift, Corporate Trainers shall be assigned to the departments of the plant as follows:

- (1) Cut Floor two Corporate Trainers
- (2) Kill Floor one Corporate Trainer

At the conclusion of a three month period following the establishment of a second shift, the staffing levels for additional Corporate Trainers shall be referred to the Joint Labour Management Committee.

A Corporate Trainer shall be Bracket 6 plus an additional fifty (50¢) per hour. The training of employees is a Company responsibility and nothing in this article restricts the Employer's ability to determine training methods.

18.05 Transfer: Rate of Pay

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

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

ARTICLE 19 MAINTENANCE /ENGINEERING

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

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

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

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

Personal Leave.

19.04 **Apprenticeship Program**

Effective the date of ratification, an employee who successfully completes an apprenticeship program approved by the Employer under Article 19.03 will receive a payment of one thousand (\$1,000.00) dollars gross upon providing to the Employer proof of successful completion. In the event that the employee resigns or is dismissed for cause (and is not reinstated) within nine (9) months of the date of payment, the Employer will be entitled to collect, deduct or hold back any amount owed to the employee to cover the repayment to the Employer of the said one thousand (\$1,000.00) dollars.

ARTICLE 20 PREMIUM PAYS

20.01 **Off Shift Premium**

Off shift shall be defined as a shift where the majority of an employee's scheduled hours fall between **4:00 p.m.** and **8:00 a.m.** The Company agrees to pay any employee working the **Off** shift **thirty-five (35¢)** cents per hour in addition to the employee's regular hourly rate of pay, not to include overtime.

20.02 **Cold Temperature Premium**

Employees working in the plant performing a job that requires them to work in the blast freezers and/or blast chill shall receive a premium of fifty (50¢) cents per hour for all hours so worked, not including overtime.

ARTICLE 21 GENERAL HOLIDAYS

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

The general holidays referred to herein are:

New Year's Day
Louis Riel Day
Good Friday
Victoria Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day

Canada Day
First Monday in August

Boxing Day

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

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

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

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

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

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

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

ARTICLE 22 SENIORITY

22.01 Seniority shall be defined as the length of an employee's service within

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

22.02 **Probationary Period**

Employees shall be on probation and shall not acquire any seniority rights until they have **completed ninety (90) days' work** at which time they are entitled to plant seniority from the original day of employment. This **ninety (90) days' work period** may be extended by mutual consent between the Employer and the Union. During the probationary period the employer shall have the right to discharge, without notice, the probationary employee and such employee shall be conclusively deemed to have been discharged for just cause. It is agreed that the discharge of a probationary employee shall not be the subject of a grievance and the provisions for arbitration hereunder provided shall not apply in any such case. The probationary employee shall have access to grievance procedures where matters are not related to seniority or discharge. The **ninety (90) days' work** shall be effective **February 9, 2010**, for all employees engaged on that date or later. Employees who started work prior to the date of ratification are subject to a probationary period of **one hundred (100) days' work**.

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

22.04 **Seniority List**

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

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

- (a) voluntarily leaves the service of the Employer or is discharged for just cause and not reinstated through the grievance and arbitration procedure;
- (b) fails to return to work when recalled or cannot be located after a reasonable effort on the part of the Employer;
- (c) has been on continuous layoff for a period of twenty-four (24) months or the length of his/her seniority whichever is the lessor;
- (d) has been absent for three (3) consecutive working days without advising the Employer and providing reasonable explanation for his or

her absence. This provision may be waived by the Employer on consideration of circumstances surrounding the absence.

- (e) while on leave of absence takes on employment elsewhere without prior approval of the Employer.

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

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

<u>Length of Seniority at date absence commenced</u>	<u>Length of Allowable Time off Employer Payroll</u>
less than three (3) years	equivalent to length of service with a minimum of six (6) months
over three (3) years	three (3) years

22.08 **All of the above provisions regarding seniority shall be applied separately for employees at Springhill Farms and at Freezerco such that no Springhill Farms employee shall be entitled to exercise seniority over a Freezerco employee or vice versa. For the purposes of this Article, Springhill Farms and Freezerco shall be considered separate bargaining units.**

ARTICLE 23 PROMOTIONS AND VACANCIES

23.01 In the bargaining unit the filling of permanent vacancies and new positions shall be based on ability and seniority. Ability being sufficient after a reasonable trial period to do the job, seniority shall prevail. A reasonable trial period shall not exceed six (6) weeks. If the employee is unsuccessful after a reasonable trial period, such employee shall return to their former job, and the Employer shall fill the vacancy with the next senior applicant on the original job posting.

23.02 Permanent vacancies and new positions within the bargaining unit

shall be posted for five (5) working days to give employees with seniority ample time to apply. In the event that no application is received for a posting, the vacancy shall be filled by the junior qualified employee available until the junior employee in the plant is trained for the job posting. Transfers to jobs will be made within ten (10) working days from the date the posting was awarded with the provision that wherever this proves impossible, suitable arrangements will be arrived at after consultation with the Union.

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

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

23.05 The initial vacancy shall be posted within ten (10) working days. Vacancies resulting from the initial posting shall be posted as soon as possible recognizing the need for proper training for each relocated employee and the need to maintain efficient operations.

23.06 **Temporary Vacancies**

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

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

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

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

23.09 **All of the above provisions regarding promotions and vacancies**

shall be applied separately for employees at Springhill Farms and at Freezerco such that no Springhill Farms employee shall be entitled to bid for a position at Freezerco or vice versa. For the purposes of this Article, Springhill Farms and Freezerco shall be considered separate bargaining units.

ARTICLE 24 PROMOTIONS OUTSIDE BARGAINING UNIT

24.01 Upon an employee accepting promotion outside the bargaining unit, the Employer will inform the Chief Steward of the Union by letter as to the date of acceptance. Said employee shall be allowed six (6) months in which to prove him/herself capable of filling the position concerned. During that time such employee shall be permitted to revert to his or her former position without loss of seniority.

ARTICLE 25 ALTERNATE DUTIES

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

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

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

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

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

ARTICLE 26 VACATIONS

26.01 Vacations will be based on service computed to April 1st in the year in which the vacation is to be taken. Choice of vacation shall be granted based on departmental seniority. A minimum of six (6%) percent of the total number of employees in the department as of February 13 of each year shall be allowed to take vacations at the same time. The six (6%) percent is to be rounded in the normal way, up for 0.5 & up, and down from 0.4999 & down. The departments are:

- receiving/shipping
- maintenance/engineering
- kill floor
- cut floor
- sanitation
- Freezerco**

26.02 **First Vacation**

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

26.03 **Vacation Scale**

Vacations with pay will be granted as follows:

after 1 year's service	2 weeks
after 4 years' service	3 weeks
after 10 years' service	4 weeks
after 19 years' service	5 weeks
after 25 years' service	6 weeks

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

26.05 **Vacation Pay**

Vacation pay shall be based on forty (40) hours at the employee's regular hourly rate of pay or two (2%) percent of gross earnings for each week of eligibility,

whichever is greater. The Employer agrees that employees will receive their vacation pay on the last day worked before commencing vacation.

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

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

26.07 **Vacation Season**

For purposes of this Agreement the vacation year shall be defined as the period from April 1st to the next following March 31st. Vacations may be granted at any time subject to the demands of the business but the Employer will make a sincere effort to grant vacations at times requested. Senior employees shall be given preference. Vacations shall be posted prior to April 1st each year and cannot thereafter be changed except by mutual agreement. All vacations must be taken in the vacation year the employee becomes eligible and there shall be no carrying over except:

- (a) by mutual agreement;
- (b) where an employee's absence from work due to illness or injury does not permit rescheduling of their vacation during the current vacation year.

When an employee who has selected vacation in his department changes departments, his vacation may have to be rescheduled to an available time within the new department. The new vacation dates will be scheduled by mutual consent, such consent not to be unreasonably denied. An employee who claims that he has been financially damaged by the cancellation of his vacation under this clause may submit a claim to the Employer for reimbursement of unavoidable losses. This will only occur if no other employee is willing to exchange vacation time with the affected employee.

26.08 **General Holiday during Vacation**

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

26.09 **Vacations upon Termination**

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

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

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

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

26.12 **Illness or Injury while on Vacation**

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

ARTICLE 27 LEAVE OF ABSENCE

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

27.02 **Personal Leave**

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

27.03 **Union Business Leave**

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

27.04 **Union Function Leave**

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

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

27.05 **Maternity/Parental Leave**

(a) A female employee, who has completed her probationary period, shall be granted maternity leave of absence by the Employer, and shall return within seventeen (17) weeks following the birth, unless she chooses to take parental leave, after providing the Employer with two (2) weeks' notice of the date of return and a medical certificate denoting fitness for work. In cases of physical complications, the employee shall be granted an extension of such leave provided that such request is accompanied by a doctor's certificate setting out the nature of the complications.

- (b) Every employee, who has completed their probationary period, who

becomes the natural mother/father of a child, or adopts a child under the law of the province, shall be granted a parental leave of absence of up to thirty-seven (37) weeks commencing no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee.

(c) Employees who have completed their probationary period and are on maternity/parental leaves of absence shall continue to accumulate seniority while on such leaves, and shall be reinstated to their former job or to one of equal rating.

(d) Employees requesting such leaves shall give reasonable notice normally not less than four (4) weeks.

27.06 Bereavement Leave

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

27.07 Jury/Witness Duty Leave

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

27.08 **Family Responsibility Leave**

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

27.09 **Compassionate Leave**

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

ARTICLE 28 STRIKES AND LOCKOUTS

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

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

ARTICLE 29 STEWARDS AND GRIEVANCE COMMITTEE

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

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

29.03 Shop Stewards may initiate discussions with the supervisors on any potential grievances within their departments. If this action does not solve the matter, the Chief Steward and/or Union Representative will be allowed to further investigate. All such

time off for Shop Steward or Chief Steward shall be with pay, during such employee's regular working hours.

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

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

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

ARTICLE 30 ADJUSTMENT OF GRIEVANCES

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

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

30.03 All grievances must be presented in writing.

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

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

STEP ONE: By a discussion between the employee and, the department Steward and the Chief Steward/Union Representative, with the immediate supervisor or designated management representative. In respect to any settlement effected by the employee without the Steward, the Steward may reopen the question by discussing same with the employee and the supervisor. The supervisor or the designated management representative shall reply to the grievance in writing, to the Union, within five (5) working days. If a satisfactory settlement

has not been reached within a further ten (10) working days, the Union may proceed to Step Two;

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

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

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

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

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

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

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

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

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

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

ARTICLE 31 ARBITRATION

31.01 If the Union and the Employer cannot reach an adjustment, then upon the request of either party, the grievance shall be submitted to an Arbitrator. If agreement cannot be reached within seven (7) days in respect to the selection of an Arbitrator by the parties, then one shall be selected by lot from amongst the following rotation:

**Michael Werier
Blair Graham
Arne Peltz**

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

The Arbitrator shall not be deemed willing to act unless he or she is in a position to convene the hearing within twenty-eight (28) days from the date of his or her selection. In the event that none of the above is willing to convene a hearing within twenty-eight (28) days, the matter will be referred to the Manitoba Labour Board who shall appoint an Arbitrator who is willing to convene the hearing within twenty-eight (28) days from the date of his/her selection.

The decision of the Arbitrator shall be given within twenty-one (21) days of the closing of the arbitration hearing.

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

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

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

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

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

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

ARTICLE 32 DISCIPLINE /DISCHARGE

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

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

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

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

32.04 The employee and the Chief Steward will be given a copy of any

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

32.05 Access to Personnel File

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

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

32.07 Seniority will not accrue during any period of disciplinary suspension exceeding five (5) days.

ARTICLE 33 HARASSMENT/ABUSE

33.01 The Employer and the Union agree that no form of sexual or general harassment or abuse shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Union. Any employee who believes that he or she is being harassed or abused, shall report this to a supervisor they are comfortable reporting to and/or full-time Union Representative.

ARTICLE 34 HEALTH AND SAFETY

34.01 Co-operation on Safety

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

34.02 **Health and Safety Committee**

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

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

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

34.05 **Health and Safety Clothing, s and nent**

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

34.06 **Monitoring Equipment**

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

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

with the Union.

34.08 **Disclosure of Health and Safety Information**

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

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

34.10 **Time Off for Health and Safety Training**

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

34.11 **Right to Refuse Dangerous Work**

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

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

34.12 **Proper Training**

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

34.13 **Sickness at Work**

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

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

34.15 **Transportation of Accident Victims**

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

34.16 **Health and Safety Grievance**

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

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

ARTICLE 35 WORK METHODS

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

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

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

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

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

ARTICLE 36 PART-TIME EMPLOYEES

36.01 Part-time and casual employees will not be used where it is practical to employ full-time employees, and, except as otherwise agreed with the Chief Steward, part-time employees will not be employed for the purpose of reducing overtime unless that part-time work is required on a regular basis. Where the work performed by part-time or casual employees can be satisfactorily combined to permit the employment of a full-time employee, this will be done provided the employee can satisfactorily perform the work. Part-time employees shall work less than twenty-four (24) hours per week.

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

ARTICLE 37 BULLETIN BOARDS

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

ARTICLE 38 PROTECTIVE CLOTHING

38.01 Outer Clothing, Oilskin Aprons and Sleeves

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

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

38.03 Rubber Boots and Hair Nets

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

38.04 Footwear Allowance

Any employee with seniority who chooses not to wear the Employer's provided rubber boots will be granted a footwear allowance of one hundred & twenty-five (\$125.00) dollars every year for the purchase of appropriate, CSA approved footwear only. Employees required to work more than one (1) hour per day in a combination of conditions shall be entitled to rubber boots and a footwear allowance.

38.05 Vest/Liner

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

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

ARTICLE 39 TOOLS

39.01 Tool Allowance

Mechanical Tradesmen of the Mechanical Department with seniority shall be reimbursed up to three hundred (\$300.00) dollars per year subject to the manager's approval of the expenditure and the delivery of purchase receipts for reimbursement.

39.02 Sharpening of Tools and Knives

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

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

ARTICLE 40 PRESENT PRACTICE TO CONTINUE

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

ARTICLE 41 LICENCE RENEWAL

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

ARTICLE 42 WORKERS COMPENSATION

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

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

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

42.03 Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer for the hours he or she

would otherwise have been scheduled to work on the day of the injury and/or illness, but was unable to work because of the injury and/or illness.

ARTICLE 43 MEDICAL AND DENTAL APPOINTMENTS

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

43.02 Medical notes at the employee's expense are required for absences of a medical nature.

43.03 If an employee is intending to be absent from work on any given day he/she must contact the Employer to inform the Employer of the reason for the absence at least thirty (30) minutes prior to the start of the shift and in the case of maintenance/engineering personnel one (1) hour prior to the start of the shift. The reason for the absence must be satisfactory to the employer, notwithstanding that proper notice has been given. Either lack of notice or unsatisfactory reasons for the absence can lead to disciplinary action.

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

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

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

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

ARTICLE 45 CAR BOOSTING ASSISTANCE

45.01 The Employer agrees to provide winter car boosting assistance to employees whose cars will not start at the end of a shift. **The Employer will not charge employees for parking or plug-ins. The Company commits to a target date of the fall of 2011 to provide plug-ins for all employee parking spots. This is not subject to the**

grievance procedure.

ARTICLE 46 **HEALTH AND WELFARE BENEFITS**

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

ARTICLE 47 **LOCKERS**

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

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

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

ARTICLE 48 **JOINT LABOUR MANAGEMENT COMMITTEE**

48.01 A Joint Advisory Committee shall operate during the term of this Agreement consisting of not more than three (3) employees and an equal number of Employer Representatives who shall meet bi-monthly (6 times per year) upon

request of either party to discuss issues between the Company and the Union and to promote a more harmonious relationship between the Employer and its employees.

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

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

ARTICLE 49 FOREIGN WORKER PROGRAM

49.01 Immigration Paperwork

The Employer agrees to assist any foreign worker in processing all appropriate work permit renewal applications and forms to apply for permanent residency for all workers from its Foreign Worker Program in a timely manner.

49.02 Translation

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

The Employer agrees to provide translators whenever required by foreign workers at the plant.

49.03 Foreign Worker Terminations

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

ARTICLE 50 DURATION OF AGREEMENT

50.01 This Agreement shall be in effect from February 1, **2010** and shall remain in effect until January 31, **2015**, provided, however, this Agreement may be terminated on the 31st day of January **2015** or on the 31st day of January in the year

thereafter by either party on written notice by registered post to the Employer or to the Union not more than ninety (90) days and not less than thirty (30) days prior to the 31st day of January of any year thereafter.

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

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

SIGNED THIS DAY OF , 2010.

FOR THE UNION:

FOR THE EMPLOYER:

Larry Campbell

Guy Baudry

Faron Douglas

Laverne Gosby

Kevin Hulsmans

Don Greene

Hugh Kim

Greg Marin

Karen Paul

Roland Street

Brenda Brown

Wendy Lundy

Jeff Traeger

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Group Benefits

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

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

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

A-2 Life Insurance

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

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

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

A-4 Long Term Disability Insurance (LTD)

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

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

A-5 Healthguard Insurance

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

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

A-6.01 The Employer agrees to make direct contributions to the U.F.C.W./Springhill Trusteed Benefit Plan, of twenty-eight (28¢) cents per hour for each hour of actual work in respect to all employees in the bargaining unit. Contributions shall include vacations, general holidays and paid leaves of absence to a maximum of the basic work week.

The Union and the Company agree that there will be a “premium holiday” from the Health and Welfare Trust Plan for a 24 month period commencing the date of ratification.

In the event the Trustees or the Plan Administrator determine during the “premium holiday” that contributions must continue in order to prevent the Plan from falling into financial difficulty, contributions will resume following a proper vote of the Trustees.

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

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

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

A-6.05 The Employer agrees to increase the contribution during the term of the Collective Agreement, to a maximum of thirty (30¢) cents per hour upon proper notification by the Board of Trustees.

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

A-6.07 **Dental Coverage**

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

85% of charges for eligible major dental services and supplies unless due to accident then 100%.

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

2002 Dental Fee Schedule.

A-6.08 **Sick Pay Plan**

\$65 per scheduled working day

On the second and subsequent claim there is a 2 day waiting period.

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

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

A-6.09 **VisionCare**

\$250 per twenty-four (24) month period per employee and eligible dependent for frames and lenses or contact lenses.

For dependent children aged 17 years and younger \$250 per 12 months.

A-7 Pension

A-7.01 The Employer agrees to contribute to the Trust Fund of the Canadian Commercial Workers Industry Pension Plan fifty-eight (58¢) cents per hour paid for all employees.

A-7.02 The said hours paid will include the hours paid by the Employer for the time not worked because of vacations, general holidays, bereavement leave, jury duty, negotiations or grievance meetings and paid leaves of absence.

A-7.03 The Employer agrees to sign a participation agreement and supply any other documents, forms, reports or information required by the Trustees of the Pension Plan.

A-7.04 The Employer shall forward all contributions together with a list of all employees and the number of hours paid and worked for each employee in each reporting period within twenty-one (21) days following the end of each of the Employer's accounting periods.

A-7.05 The Employer agrees to comply with all requests of the Board of Trustees in regards to entry into the Plan and to abide by all the rules and decisions of the Board of Trustees as decided from time to time.

A-7.06 CCWIPP Stabilization Fund

(a) **Subject to and in accordance with the terms of Appendix "A", the Employer agrees to make contributions to the Stabilization Fund under the Canadian Commercial Workers Industry Pension Plan ("CCWIPP") administered by the**

CCWIPP Trustees pursuant to the January **1, 2006** Stabilization Fund Agreement between the Ontario Superintendent of Financial Services and the CCWIPP Trustees (the “CCWIPP Stabilization Fund Agreement”).

(b) Effective February 1, 2010, and continuing until the Stabilization Fund Contribution Termination Date, the Employer agrees to make periodic contributions to the Stabilization Fund (in respect of each pay period) equal to thirty ~~(30¢)~~ cents for each hour worked for the Employer by, or paid by the Employer to, employees in the Bargaining Unit who participate during the same period in CCWIPP including overtime hours worked in a week to a maximum of the basic work week, vacation, General Holidays, sick days (not including Weekly Indemnity, LTD or other similar indemnifications), jury duty and any paid leave of absence required under the terms of the Collective Agreement.

(c) For the purpose of this Appendix, the Stabilization Fund Contribution Termination Date shall mean the earliest of (i) the expiry of the Collective Agreement, (ii) the filing of the CCWIPP actuarial valuation report for the period ending December 31, 2010 and (iii) a determination by a pension regulatory authority that the Stabilization Fund may not continue to operate as provided under the CCWIPP Stabilization Fund Agreement. Where the applicable pension regulatory authorities agree to the continued operation of the Stabilization Fund to a new date that is after the December 31, 2010 date provided in the CCWIPP Stabilization Fund Agreement (the “Extension Date”), the term Stabilization Fund Contribution Termination Date shall mean the earlier of (i) the expiry of the Collective Agreement and (ii) the Extension Date.

(d) Notwithstanding any other provision in this Appendix, if for any reason all or a portion of the contributions contemplated by this Memorandum of Agreement cannot be used as provided under the CCWIPP stabilization Fund Agreement, the Employer/Company and the Union will negotiate in good faith to reach an agreement for an alternative structure that ensures that the contributions contemplated by this Memorandum will only be used for the benefit of the Employer’s employees in the Bargaining Unit covered by the Collective Agreement. If the Stabilization Fund Contribution Termination Date precedes the expiry of the Collective Agreement, the Employer/Company and the Union agree that the periodic contributions described in paragraph (b) above relating to pay periods following the Stabilization Fund Contribution Termination Date shall be contributed to CCWIPP and shall only be used for the benefit of the Employer’s employees in the Bargaining Unit covered by the Collective Agreement in the manner agreed to by the Employer and the Union.

APPENDIX "B" WAGES

B-1 (A) SPRINGHILL FARMS WAGES /CLASSIFICATIONS

		Current	June27 2010	June26 2011	July1 2012	June30 2013	June 29 2014
Bracket 0	Start	11.60	11.85	12.10	12.35	12.65	12.95
	6 Months	11.80	12.05	12.30	12.55	12.85	13.15
	12 Months	12.05	12.30	12.55	12.80	13.10	13.40
	18 Months	12.40	12.65	12.90	13.15	13.45	13.75
	24 Months	12.65	12.90	13.15	13.40	13.70	14.00
Bracket 1	Start	11.75	12.00	12.25	12.50	12.80	13.10
	6 Months	11.95	12.20	12.45	12.70	13.00	13.30
	12 Months	12.20	12.45	12.70	12.95	13.25	13.55
	18 Months	12.55	12.80	13.05	13.30	13.60	13.90
	24 Months	12.80	13.05	13.30	13.55	13.85	14.15
Bracket 2	Start	11.95	12.20	12.45	12.75	13.05	13.40
	6 Months	12.30	12.55	12.80	13.10	13.40	13.75
	12 Months	12.75	13.00	13.25	13.55	13.85	14.20
	18 Months	13.00	13.25	13.50	13.80	14.10	14.45
	24 Months	13.30	13.55	13.80	14.10	14.40	14.75
Bracket 3	Start	13.05	13.35	13.65	14.05	14.45	14.90
	6 Months	13.40	13.70	14.00	14.40	14.80	15.25
	12 Months	13.75	14.05	14.35	14.75	15.15	15.60
	18 Months	14.20	14.50	14.80	15.20	15.60	16.05
	24 Months	14.35	14.65	14.95	15.35	15.75	16.20
Bracket 4	Start	14.00	14.30	14.60	15.00	15.40	15.85
	6 Months	14.30	14.60	14.90	15.30	15.70	16.15
	12 Months	14.75	15.05	15.35	15.75	16.15	16.60
	18 Months	15.10	15.40	15.70	16.10	16.50	16.95
	24 Months	15.35	15.65	15.95	16.35	16.75	17.20
Bracket 5	Start	15.00	15.35	15.70	16.10	16.55	17.05
	6 Months	15.35	15.70	16.05	16.45	16.90	17.40
	12 Months	15.75	16.10	16.45	16.85	17.30	17.80
	18 Months	16.10	16.45	16.80	17.20	17.65	18.15
	24 Months	16.35	16.70	17.05	17.45	17.90	18.40

		Current	June 27 2010	June 26 2011	July 1 2012	June 30 2013	June 29 2014
	Start	15.25	15.60	15.95	16.40	16.85	17.35
Bracket 6	6 Months	15.50	15.85	16.20	16.65	17.10	17.60
	12 Months	16.05	16.40	16.75	17.20	17.65	18.15
	18 Months	16.60	16.95	17.30	17.75	18.20	18.70
	24 Months	17.35	17.70	18.05	18.50	18.95	19.45
(B) FREEZERCO WAGES /CLASSIFICATIONS							
Truck Driver	Start	15.00	15.35	15.70	16.10	16.55	17.05
	6 Months	15.50	15.85	16.20	16.60	17.05	17.55
	12 Months	16.00	16.35	16.70	17.10	17.55	18.05
	18 Months	16.50	16.85	17.20	17.60	18.05	18.55
	24 Months	17.00	17.35	17.70	18.10	18.55	19.05
Shipper / Receiver	Start	14.00	14.30	14.60	15.00	15.40	15.85
	6 Months	14.35	14.65	14.95	15.35	15.75	16.20
	12 Months	14.65	14.95	15.25	15.65	16.05	16.50
	18 Months	15.05	15.35	15.65	16.05	16.45	16.90
	24 Months	15.35	15.65	15.95	16.35	16.75	17.20
High Rise Operator	Start	14.50	14.80	15.10	15.50	15.90	16.35
	6 Months	14.85	15.15	15.45	15.85	16.25	16.70
	12 Months	15.15	15.30	15.60	16.00	16.40	16.85
	18 Months	15.55	15.85	16.15	16.55	16.95	17.40
	24 Months	15.85	16.15	16.30	16.70	17.10	17.55
Material Handler (Scanner Qualified)	Start	13.05	13.30	13.55	13.85	14.15	14.50
	6 Months	13.40	13.65	13.90	14.20	14.50	14.85
	12 Months	13.75	14.00	14.25	14.55	14.85	15.20
	18 Months	14.10	14.35	14.60	14.90	15.20	15.55
	24 Months	14.35	14.60	14.85	15.15	15.45	15.80
Material Handler 1	Start	11.95	12.20	12.45	12.70	13.00	13.30
	6 Months	12.35	12.60	12.85	13.10	13.40	13.70
	12 Months	12.65	12.90	13.15	13.40	13.70	14.00
	18 Months	13.05	13.30	13.55	13.80	14.10	14.40
	24 Months	13.35	13.60	13.85	14.10	14.40	14.70

B-3 Maintenance Wage Survey

The Company will perform an annual maintenance wage survey comprised of ten competitors of the Employer's choosing representing industries that are in direct competition for human resources with Springhill Farms in Neepawa. The positions included in the review shall be directly comparable to all trades, maintenance and engineering positions at Springhill Farms and will include:

1. Licensed and unlicensed skilled trades
2. Licensed Stationary Engineers
3. Apprentices (if applicable)
4. Dual Tickets (to be equivalent 2nd Class Engineers)

The highest and the lowest rates collected will then be removed and the remaining eight average rates will be calculated into a simple average. If this average is more than three (3%) percent above the rate at Springhill Farms in Neepawa, the Springhill Farms rate will be adjusted to this average.

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

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

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

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

TRADE WAGE INCREASES

Trade employees must be qualified as follows:

Classification	Increase Effective February 1, 2010					
A-Trade						
Class 3 Shift Engineers working a 12 hour shift.	30.29					
Class 3 Shift Engineers working a non-twelve (12) hour shift, Class 3 Engineers working in general maintenance. Must be trained and willing to provide relief work for non-twelve (12) hour shift engineers.	27.56					
B-Trade						
Class 4 Engineers must work in general maintenance and be trained and willing to provide relief work for shift engineers at both Springhill Farms and Freezerco.	25.75					
C-Trade						
Qualified Licensed Maintenance Personnel. Must be industrial mechanic or millwright with a "Red Seal" ticket.	31.73					
Qualified Non-Licensed Maintenance Personnel. Must know equipment. Must know how to perform PMs.	22.59					
Start	22.59					
6 Months	23.59					
12 Months	24.59					
D-Trade						
	Current	June 27 2010	June 26 2011	July 1 2012	June 30 2013	June 29 2014
Start	15.19	15.54	15.89	16.34	16.79	17.29
6 Months	16.10	16.45	16.80	17.25	17.70	18.20
12 Months	18.04	18.39	18.74	19.19	19.64	20.14

B-4 JOB GRADES JOB DESCRIPTION

The parties shall review all jobs in Appendix B-4 with a goal of deleting and redundant jobs, adding any new jobs and reassigning jobs to more appropriate wage brackets. The Union's sub-committee to review the jobs consists of Faron Douglas, Kevin Hulsmans, Karen Paul and Wendy Lundy. The Union agrees to the Company's proposal to conduct the job reclassification post ratification on the following conditions:

- 1) The reclassification process will be completed by July 31, 2010.
- 2) Any jobs left in dispute at the conclusion of the reclass will be the subject of the process defined under the amended Article 17.04 and any rate increases as a result of the process shall be paid retroactive to February 1, 2010, any incumbents are red-circled against potential decreases.
- 3) Amend to include the classifications at Freezerco.

B-5 RETROACTIVE PAY

All employees shall receive full retroactive pay to February 1, 2010, for all hours worked and/or paid. Retroactive pay for a period not more than ten (10) calendar days shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit as part of their normal earnings.

APPENDIX C

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

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

Three (~~3¢~~) cents per hour effective February 1, 2010.

An increase to five (~~5¢~~) cents per hour effective February 1, 2011 subject to approval by employer based on successful performance of the training program.

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

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

APPENDIX D

SCHEDULED TWELVE (12) HOUR SHIFTS FOR POWER ENGINEERS

The following provisions will apply when **Stationary/Power** Engineers are working scheduled twelve (12) hour shifts, and to Wastewater Treatment Operators if applicable:

- D-1 The work week will commence at 8:00 a.m. on Sunday and conclude at 8:00 a.m. on the following Sunday.
- D-2 There will be a two (2) week work cycle with employees working alternating weeks of forty-eight (48) hours (four (4) scheduled shifts) and thirty-six (36) hours (three (3) scheduled shifts). The day shift will start at 8:00 a.m. and finish at 8:00 p.m. on the same calendar day and the night shift will start at 8:00 p.m. and finish at 8:00 a.m. on the next calendar day.
- D-3 Employees will be paid at one and one-half (1½) times their regular rates for hours worked in excess of twelve (12) hours per shift or in excess of eighty (80) hours which have been paid at straight time rates in a two-week cycle.
- D-4 For employees who are scheduled to work 12-hour shifts and a general holiday falls on a scheduled work day, they will be paid time and a half (1½) for all hours worked on the general holiday and receive a twelve (12) hour day in lieu of the general holiday. If a full-time employee works a **12-hour shift and** the general holiday does not fall on a scheduled work day, on his first scheduled shift after the holiday he will be paid at **the** rate of time and one half for the normal shift and receive an additional twelve (12) hour day in lieu for the general holiday. The same procedure shall apply when **two** (2) general holidays fall in a calendar week.
- D-5 Under Section 27.05 of the Collective Agreement, vacation pay for each week of vacation for employees will be forty-two (42) hours at the employee's regular rate.

Employees will be allowed forty-two (42) scheduled hours off for each week of vacation entitlement. When an employee takes a week off for vacation, he will be considered to have used either **thirty-six(36)** or forty-eight (48) hours of his total hours allowed off for vacation, determined by the number of scheduled hours that he / she had in the week of vacation taken.

- D-6 Under Section 28.06 of the Collective Agreement - Bereavement Pay, the maximum number of hours for which an employee may qualify to be paid is thirty-six (36) hours.
- D-7 Employees will be paid time and one half (1½) for the first three (3) hours in excess of their normal shift schedule, and double (2) time for all hours beyond three (3) hours in excess of the normal shift schedule.
- D-8 Employees working twelve (12) hour shifts will have a sixty (60) days' work probationary period.

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

LETTER OF UNDERSTANDING

BETWEEN:

SPRINGHILL FARMS, Neepawa,
Manitoba, hereinafter referred to as the
"Employer",

AND

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

The parties hereby agree as follows:

1. Attendance Bonus - The SHF Attendance Bonus will remain in place at its current rate and in its current form for the life of this contract (February 1, 2010 thru January 31, 2015). For further clarification the Company will maintain the credit hours.

2. Second Shift Expansion - In the event that SHF adds a second shift at the Neepawa Plant during the term of this agreement a revised eight (8) and/or twelve (12) hour shift schedule will be provided by the Company to the Union. Senior employees will be given preference in the initial staffing of any specific shifts that may be established. It is recognized that in order to ensure a balance of skills between the shifts during the start-up period, the Company will select willing qualified employees to facilitate training on the second shift. These selected employees will be paid fifty (50¢) cents per hour for training purposes on the second shift. These selected employees will receive the training premium until such time as the Company deems necessary or up to three (3) months. The Company agrees to consult with the Union to determine the most effective and efficient shift scheduling to meet the needs of the Operation. A twelve hour shift schedule will only apply by mutual agreement between the parties.

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

SIGNED THIS DAY OF , 2010.

FOR THE UNION:

FOR THE EMPLOYER:

Jeff Traeger

Guy Baudry