

**2014-2017**

**COLLECTIVE AGREEMENT**

**BETWEEN**



**CONAGRA, LIMITED – LAMB-WESTON  
DIVISION**

**AND**



**UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION  
LOCAL 1-207**

**March 16, 2014 To March 17, 2017**

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# **COLLECTIVE AGREEMENT**

## **BETWEEN:**

**CONAGRA, LIMITED – LAMB-WESTON DIVISION  
(hereinafter referred to as “the Company”)**

## **AND:**

**UNITED STEELWORKERS, LOCAL UNION 1-207  
(hereinafter referred to as “the Union”)**

### **ARTICLE 1 – GENERAL PURPOSE**

- 1.01 The general purpose of this Collective Agreement is to establish and maintain collective bargaining relations between the Company and the Union, and all bargaining unit employees covered by this Collective Agreement, and:
- a. to mutually recognize the rights, responsibilities and functions of the Company, the Union, and the employees;
  - b. to establish the terms and conditions of employment; and
  - c. to establish a just and prompt procedure for the disposition of grievances.
- 1.02 The Union recognizes that the business in which the Company is engaged is highly competitive and that the Company must be able to maintain an efficient, cost-effective operation and must continuously improve itself in a highly competitive market. The Union agrees to support the Company in obtaining these objectives, all of which are consistent with this Collective Agreement.

### **ARTICLE 2 – SCOPE AND RECOGNITION**

- 2.01 The Company recognizes the United Steelworkers, Local Union 1-207 as the bargaining agent of all employees employed by ConAgra, Limited Lamb-Weston Division at its Taber, Alberta food processing plant, except office and clerical personnel, timekeepers, agency personnel, security, students employed in a cooperative training program and those excluded by the Code.

Further, no individual bargaining unit employee or groups of bargaining unit employees will be required or permitted to make agreements with the Company that amend, alter or conflict with the provisions of this Collective Agreement unless otherwise authorized within the Collective Agreement or the Code.

- 2.02 The Company recognizes that it is not normally the function of non-bargaining unit employees at or above the position of Supervisor to perform work which is normally performed by employees in the bargaining unit except under emergency conditions, for purposes of testing or training, to assist employees for short periods of time where bargaining unit employees are not readily available, or when there is a breakdown of equipment and it is necessary to perform those duties to ensure work is being done safely and without interference to production.
- 2.03 The Company will provide the Union with a list of newly hired bargaining unit employees within ten (10) days of hiring. The list will contain each new bargaining unit employee's name, position, status (probationary or temporary), address, and telephone numbers on file with the Company.

As authorized by law, the Company will provide annual (and otherwise upon request) the Union with a complete list of employees with all relevant contact information that the Company has on file at the time of the request.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Company shall remain vested with all functions of management except to the extent expressly limited by provisions of this Agreement. It is expressly recognized that such rights, power, authority and functions include, but are not limited to, the full and exclusive control, management and operation of the facility; the product or products to be manufactured and/or distributed; the machinery, processes, and equipment to be utilized; the right to introduce new or improved procedures, methods, processes, techniques, machines or equipment or make technological changes; the right to establish or change shifts, schedules of work; the right to establish work standards; the right to make and enforce and alter from time to time work and safety rules and regulations to be observed by employees; the right to establish, change, combine, modify or eliminate jobs, positions, job classifications, job duties and descriptions; the determination of the number of employees, the assignment of duties and responsibilities thereto, and the right to change, increase or reduce the same; the direction of the working force, including but by no means limited to hiring, selecting and training of new employees, and scheduling, assigning, laying off, recalling, promoting, rehiring, demoting, and transfer of its employees; the right to discipline, suspend or discharge employees; the right to layoff employees due to lack of work or funds; the right to maintain order and efficiency. The rights set forth in this Section shall be effective unless they are limited in part or in whole by the specific provisions of this Agreement.

### **ARTICLE 4 – UNION SECURITY**

- 4.01 Union Membership

All bargaining unit employees may or may not become members of the Union at their discretion.

#### 4.02 Union Dues

- a. All bargaining unit employees shall be required to pay the regular Union dues prescribed by the International Constitution of the United Steelworkers. The Company will deduct such regular Union dues from the employee's wages upon the employee's written authorization.
- b. By the 15<sup>th</sup> day of each month, the dues so deducted for the pervious month shall be made payable and remitted to the International Secretary – Treasurer, United Steelworkers.
- c. The monthly remittance shall be accompanied by a completed U.S.W.A. R-115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made, and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made.
- d. The Company will print the total amount of Union deductions paid by the employee for the calendar year on the employee's annual T4.
- e. The Union agrees to indemnify the Company and save it harmless against any claims, which may arise in complying with the provisions of this Article.

#### 4.03 Non-Discriminatory Policy

The Company and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members against any employee in any way because of the employee's membership or non-membership in the Union or because of his/her support or lack of support for the Union.

### **ARTICLE 5 – UNION REPRESENTATION AND ACCESS**

- 5.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization of the Union. In order that this may be carried out, the Union will supply the Company with the names of its Staff Representatives.
- 5.02 During the term of this Agreement, designated Union representatives may be provided access to the plant for the purpose of observing compliance with the terms of this agreement as well as to adjust any grievances or complaints arising under this Agreement, provided the Union representative(s) has contacted the Human Resources Manager or his/her designate in advance to arrange for a mutually agreeable time and does not disrupt normal operations. At all times while on the Company's premises, Union representatives shall comply with the Company's safety and security policies, confidentiality policies and practices. The Company has the option of accompanying any Union representative while in the plant production or operating areas. Conferences or meetings between Union representatives and employee(s) shall generally be

conducted in non-working areas and on non-working time so that there shall be no interference with, or interruption of normal operating conditions. The parties may mutually agree to other conference or meeting arrangements when necessary and appropriate.

- 5.03 The Union is entitled to appoint or elect from among the **bargaining unit** employees twelve (12) Shop Stewards. The Union will work to assure that two (2) or more Stewards are assigned to the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) shifts of the business. The function of a Shop Steward is to assist in the administration of this Collective Agreement, as well as investigate, present and attempt to resolve complaints, differences and formal grievances under the terms and conditions of this Collective Agreement. Such Union business and activity is to be undertaken in non-work areas.
- 5.04 The Company agrees to recognize the duly appointed or elected shop stewards provided that the Union has first advised the Company in writing of the names of the employees so appointed or elected. The Union agrees to advise the Company in writing of any changes made from time to time.
- 5.05 The Union acknowledges that the stewards have their regular duties to perform on behalf of the Company and that stewards may not leave their regular duties without the permission of their immediate supervisor.
- 5.06 Each steward shall with the consent of his/her supervisor be permitted to leave his/her regular duties for a reasonable period of time to function as a steward as provided in this Agreement. A steward's discussion with employees will be conducted in such a way as to minimize disruption to normal operations and at no time shall an employee be interrupted from his/her duties without the prior permission of his/her immediate supervisor. Whenever possible, such discussions shall be conducted during an employee's break time.
- 5.07 The Company will advise the Union of each upcoming 'new hire orientation meeting'. A Steward designated by the Union may utilize up to thirty (30) minutes of non-compensated time during such orientation meetings to introduce new employees to the Union. It is understood that the Company may interrupt the introduction in the event the **Steward's** absence from their compensated work has a detrimental impact on the work of the day. It is further understood, interruptions shall only be for readily understood, good and sufficient cause.

## **ARTICLE 6 – NO STRIKES AND LOCKOUTS**

- 6.01 The Union and all employees agree that during the life of this Agreement there will be no strikes, picketing, slowdown, or stoppage of work, either complete or partial. The Union agrees that if such activity occurs its representatives will repudiate it forthwith and advise the employees to cease the activity.

The Company agrees that there will be no lockout of employees during the life of this agreement.

## **ARTICLE 7 – EMPLOYMENT STATUS**

### 7.01 Probationary Employee

An employee will have no seniority rights and shall be considered on probation until the employee has been employed for 480 hours of work without a break in service. An employee will be entitled to benefits at the completion of their probationary period and in accordance to Article 16. For the purposes of this article, a break in service is defined as sixty (60) or more consecutive calendar days without performing work for the Company.

The Company may discipline or discharge a probationary employee at its sole discretion on the basis of suitability for any reason satisfactory to the Company at any time during the probationary period and such discipline or discharge shall not be subject to the grievance and arbitration procedure.

### 7.02 Regular Employee

An employee shall be considered a regular employee on the first shift worked following the completion of their probationary period.

### 7.03 Temporary Employee

It is recognized and agreed that the Company may for the purpose of supplementing the regular work force throughout the year, utilize temporary employees on an as needed basis to cover vacations, approved leave of absences, medical leaves, additional run days and additional workloads. Temporary employees may be hired on a limited term, not to exceed one hundred and twenty (120) calendar days within any twelve (12) month period. A temporary employee may be terminated at any time, or when the temporary need no longer exists, and will have no seniority rights. If a temporary employee is offered regular employment by the Company, he or she shall be credited with all the time worked as a temporary employee since the last date of hire within the current twelve (12) month period. Such credited time will apply toward the completion of the probationary period and once probation is completed, towards seniority as specified in the Agreement.

## **ARTICLE 8 – HOURS OF WORK**

### 8.01 Workweek

The workweek is a continuous one hundred sixty-eight (168) hour period beginning at 7:00 a.m. Sunday.

## 8.02 Workday

The workday is a continuous twenty-four (24) hour period beginning at the time the employee is normally scheduled to start their shift. An employee may be scheduled in early for start-up of the facility following a shut down. After which employees will revert to their normal start time. In such cases for the start-up day only the workday will be expanded to include the hours scheduled in early.

**Posting of Schedules:** The Company will post four (4) week schedules on or before the Tuesday prior to the commencement of the new schedule. The posting will include the start time of the assigned shift to be worked, scheduled days off and the length of the production run. Once posted, employees may not submit requests for non-emergency time away from work. When an employee becomes aware of a future appointment or need for medical leave, an employee should promptly share the information with the employer to facilitate coverage for the absence or absences. Non-emergency appointments should be scheduled at times that do not conflict with the posted schedule. Employees may be required to provide confirmation of sufficient good reason for non-emergency appointments requiring a change in the schedule.

**Modifications to the posted schedule:** Barring circumstances outside the control of the Company, modifications to the posted schedule will include as much notice as is reasonable, which is intended to be not less than seventy-two (72) hours.

**Rearrangement and reassignment** of employees for the coverage of absenteeism (any vacancy generated or created by an employee's action) is not considered as a schedule change requiring advance notice.

**Bid movement during a posted schedule:** Similarly, when an employee is moved to a newly bid job, the rearrangement of employees to accommodate the bid movement is not considered to be a schedule change requiring advance notice.

**Once a work schedule has been posted,** a copy of the schedule will be provided to the Union. In the event of a change in the posted schedule, the Union will be advised of the change in run schedule.

With respect to the establishment of "start times", the Company reserves the right to establish/change starting times for the working force that are judged by the Company to meet business needs. However, prior to implementing permanent department wide or shift wide changes to starting times, the Company will notify the Union of its intent. Should the Union make a timely request, the Company will meet with the Union to discuss the changes prior to implementation. It is understood that the terms of this Agreement allow for discussion, but may not bar the Company from implementing said change.



### 8.03 Overtime

- a. The parties to this agreement recognize that the needs of the business may require the performance of overtime work from time to time and employees agree to perform such work. The Company will attempt to advise employees of required overtime as far in advance as is practicable.
- b. All overtime must have authorization from the Supervisors.
- c. Overtime will be defined as follows for employees assigned to an eight (8) hour shift schedule:
  - i. All hours worked in excess of eight (8) hours but less than twelve (12) per workday will be paid at one and one-half (1 ½) times the employee's regular rate of pay.
  - ii. All hours worked in excess of twelve (12) hours per workday will be paid at two (2) times the employee's regular rate of pay.
  - iii. All hours worked in excess of forty (40) hours per workweek will be paid at one and one-half (1 ½) times the employee's regular rate of pay.
  - iv. There shall be no pyramiding or duplication of daily and weekly overtime premiums. Overtime shall be paid only once for the same hours worked.
- d. Overtime will be defined as follows for employees assigned to a twelve (12) hour shift schedule:
  - i. All hours worked in excess of twelve (12) hours per workday will be paid at two (2) times the employee's regular rate of pay. Exception: In cases where the hours in excess of twelve (12) are the result of a meeting the first excess hour will be paid at one and one-half (1 ½) times the employee's regular rate of pay.
  - ii. All hours worked in excess of eighty-four (84) hours in a two workweek period will be paid at one and one-half (1 ½) times the employee's regular rate of pay.
  - iii. A workweek will only be counted once for the purpose of calculating overtime in a two-workweek period.
  - iv. There shall be no pyramiding or duplications of daily and weekly overtime premiums. Overtime shall be paid only once the same hours worked.

8.04 An employee shall be responsible for swiping in their timecard before they commence work and swiping out their timecard upon leaving at the end of the day.

#### 8.05 Shift Premium

- a. All hours worked between 3:00 p.m. and 11:00 p.m. by employees shall be paid a shift premium of thirty (\$0.30) per hour.
- b. All hours worked between 11:00 p.m. and 7:00 a.m. by employees shall be paid a shift premium of fifty (\$0.50) per hour.
- c. All employees assigned to the Rotator shift shall be paid a shift premium of fifty (\$0.50) per hour for all hours worked.
- d. In the event a Maintenance employee is required to move to a day shift to facilitate a weekend shutdown, he/she will retain his/her shift premium for the weekend period.

#### 8.06 Call-in Pay

An employee called in by the Company to perform work during other than his/her scheduled hours, shall be paid for a minimum of three (3) hours at his/her regular hourly rate, or at the applicable overtime rate for the time worked, whichever is greater.

#### 8.07 Rest and Meal Periods

- a. Employees will be allowed one (1) fifteen (15) minute paid break away from their workstation for each four (4) hours of work. The break should come as close as possible to the middle of that four hour period. In addition, the employee will be allowed one (1) fifteen (15) minute paid meal period each shift, provided the shift exceeds five (5) hours. Employees assigned to the 12-hour shift schedule will receive a total of four (4) fifteen (15) minute paid breaks and one (1) fifteen (15) minute paid meal period.
- b. The parties agree that when an eight (8) hour and/or twelve (12) hour shift employee works overtime beyond his/her normal shift for a period of at least two (2) hours, he/she will be provided a break at or near, the conclusion of his/her normal shift.
- c. Supervisors shall schedule breaks and meal periods in accordance with paragraph a and b above.

### **ARTICLE 9 – SENIORITY**

- 9.01 An employee shall be granted seniority upon the completion of his/her probationary period. His/her seniority shall date back to his/her date of hire with no “break in service” as defined in Article 7.01.
- 9.02 In the event two or more regular employees have the same seniority date, their seniority will be determined by their employee number, in ascending order.

9.03 In addition to the seniority referenced in Article 9.01, an employee assigned to the maintenance department will be granted maintenance seniority upon his/her qualification. His/her maintenance seniority shall date back to the date of his/her last assignment to maintenance. Maintenance seniority shall only apply to layoff, recall, and bidding within the maintenance department. An employee shall lose his/her maintenance seniority should he/she bid out of the maintenance department, however, his/her seniority will not be interrupted by a layoff, other than provided in Article 9.05 v.

9.04 The Company agrees to post on a bulletin board an updated seniority list of all regular employees monthly. The list will contain the following information:

- a. Employee's number
- b. Employee's name
- c. Employee's seniority date

A copy will be furnished to the Union.

9.05 Loss of Seniority

- a. The seniority of an employee shall be lost and his/her employment automatically terminated for any of the following reasons:
  - i. Voluntarily leaves the service of the Company.
  - ii. Retires.
  - iii. Is discharged for just cause.
  - iv. Failure to report to work within forty-eight (48) hours after being contacted or within five (5) days after notification is mailed to the employee's last address shown on the Company records, when recalled from layoff, unless failure to report is due to established reasons satisfactory to the Company, which may include providing reasonable notice to another employer. Employees must keep the Company informed of their correct address and telephone number.
  - v. Absence due to layoff for a period of eighteen (18) months, or the equivalent of the employee's seniority, whichever is less.
  - vi. Accepting or continuing employment of any kind (including self-employment) while on a leave of absence without obtaining advance written permission by the Company and in the case of any disability leave the advance written permission of the treating physician(s).
  - vii. Employee elects to go to Relief status under the terms of the applicable Letter of Understanding.

## 9.06 Bid Procedure

The job bid procedure is established to provide employees the opportunity for advancement. All job levels and job classifications in the Plant will be divided into two work groups:

1. Production Department; and
2. Maintenance Department.

Job levels and job classifications will be established by the Company and will be communicated on the bulletin board. A copy will be furnished to the Union.

### Production Department Bid Procedure

The Production Department will be categorized into five (5) Job Levels. Each job level will include different job classifications, which represent similar requirements for skill and ability. A job description will be available for each job classification. The job description will describe essential duties, physical demands, and define job prerequisites.

1. All job incumbents who desire to change shifts shall have a shift transfer on file. When the Company determines that a vacancy exists, the vacancy will be awarded in accordance with this article taking into account, concurrently, any applicable shift transfers and bids on file.
2. An employee may submit written job bids to the Human Resources Department for any job classifications. The bid forms will be made available by the Human Resources Department. Bids may be changed at the employee's discretion, at any time. When required, the Union will be provided access to the shift transfer and bid files through the Human Resources Manager.
3. The bid form shall include the desired job classification(s), date of submittal, shift(s) of preference, and employee's signature. Bid forms will be submitted to the HR department and date and time stamped upon receipt. The bid will be placed in the bid file, and a copy of the bid will be returned to the employee. It is the employee's responsibility to check the form and assure its accuracy. An updated list of bids and shift transfers on file for all Job Levels excluding Level V positions will be posted each week.
4. Job bids and shift transfer requests for an employee on a leave of absence greater than thirty (30) calendar days are inactive for the duration of the leave. An employee going on leave of absence for a period of up to thirty (30) days is encouraged to review their bids on file prior to starting the leave.
5. Classification job prerequisites may include, but are not limited to, qualifications in other job classifications within the current or lower job level, acceptable work performance, fitness to perform physical demands of the job classification, and/or a qualification examination. A position may have a "qualification examination" which the employee must receive a pre-determined

score to be considered eligible for the position. Failure to receive the pre-determined or required score will render the employee ineligible for the position for a period of fourteen (14) calendar days before they will be eligible to write the examination again. The Company shall pre-determine the specific job prerequisites prior to applying such standards to any job bid process, and such standards will not be applied in an unreasonable manner. In addition, such prerequisites shall be provided to the Union.

6. The procedure for filling vacancies and for changing job, is as follows:
  - a. Level I vacancies will be awarded to most senior employee who meets the prerequisites of the job classification and has an active bid on file by 7:00 AM on the date the vacancy occurred. In the event of a newly created job classification the vacancy will be posted for five (5) production days during which any regular employee may submit a bid. In the event that there are no employees eligible to be awarded the job, the Company may, fill the vacancy with a probationary employee or hire from outside the Company.
  - b. Vacancies in Job Level II through IV will be awarded to the most senior employee who meets the prerequisites of the job classification and has an active bid on file by 7:00 AM on the date the vacancy occurred. In the event of a newly created job classification, or in the event there are no active bids on file, the vacancy will be posted for five (5) production days during which any regular employee may submit a bid. The vacancy will then be awarded to the most senior employee who meets the prerequisites of the job and has an active bid on file. If there are no qualified applicants who meet the prerequisites and have an active bid on file, the vacancy may be filled in the most efficient manner, which may include hiring from outside the Company.
  - c. The procedure for filling vacancies in job Level V is as follows:
    - I. Level V job classifications will be designated as interest bid positions. Job vacancies in Level V will be posted for a period of five (5) production days.
    - II. The Company will accept interest bids prior to vacancies and during the period of posting as a means of identifying interested candidates.
    - III. These job classifications will be awarded to the most qualified applicant based on qualifications and suitability as determined by the Company. If it is determined that two (2) or more candidates are equally qualified then their seniority will be utilized as the deciding factor. If there are no qualified applicants who meet the prerequisites and have an active bid on file, the vacancy may be filled in the most efficient manner, which may include hiring from outside the Company.

- d. If a vacancy which had been posted remains unfilled for a period of ninety (90) days or more and the Company still wishes to fill the vacancy it will be reposted in accordance with the procedure above.
  - e. When an approved leave of absence occurs that is expected to be greater than ninety (90) days this vacancy will be filled using the normal bid procedure process. When the employee returns to work after the approved leave of absence he/she will return to their former job classification and shift. If this return to work results in an over-crewing condition in this job classification and shift, the last employee to be awarded a position in this classification on this shift shall be returned to his/her former position and shift. All subsequent bumps will be achieved by returning the lowest senior employee in the affected job classification and shift to their previous job classification and shift.
7. The Human Resources Department will announce the successful bid award with a notice, which will be posted for a period of (7) calendar days. A copy will be furnished to the Union, along with a summary of the bids on file at the time of the award.
8. After an employee has been awarded a bid position, there will be a training period to allow the employee to learn the job and allow the Company to evaluate the employee's ability and performance. The training period shall be established by the Company and included in the job description. At the start of the training period the employee shall be advised of the expectations and requirements of the position. Such expectations and requirements shall be furnished to the Union.
- a. If after a reasonable period of time during the training period the Company determines that the employee is unable to perform the job duties to acceptable standards, he/she will be returned to their former job and shift, replacing whomever had taken their former job. In such cases the Company shall advise the employee of the reasons for such failure to qualify.
  - b. If the employee decides within fifteen (15) shifts worked from starting the training period that he/she does not want to or cannot perform the job, he/she can disqualify themselves and will be returned to their former job and shift, replacing whomever had taken their former position. However, if anytime after fifteen (15) shifts worked from starting training the employee wishes to disqualify themselves from the job, he/she will be returned to an entry level position or any open position which they are qualified for, providing he/she can fulfill the requirements of the job.
9. a. Once an employee has accepted a bid, all other bids on file will be considered inactive while the employee is in the qualifying period.

- b. If the employee is disqualified, their bids will be reactivated in accordance with other provisions of this Article.
  - c. Once an employee has been signed off as qualified in the awarded bid position, their bids for positions in lower job classifications and/or positions with lower rates of pay will be removed.
10. Once an employee is awarded and qualified in a Level III, IV or V classification job, he/she shall not be entitled to a bid award for any other jobs for a period of six (6) months without the Company's approval. In the case where the bid is to a higher Job Level such approval will not be unreasonably denied.
  11. If an employee is awarded a bid and declines it he/she will not be eligible to resubmit a bid request for that position for thirty (30) days.
  12. If an employee is awarded a bid and withdraws during the first fifteen (15) days of training, he/she will not be eligible to resubmit a bid request for that position for six (6) months.
  13. If an employee is disqualified during training, he/she will not be eligible to resubmit a bid request for that position for one (1) year. In addition, if an employee has been disqualified twice from the same position they are not eligible to re-bid for that position without Company approval.
  14. Any bid to a lower paying job will be honored only if the change does not unreasonably affect the operation, as determined by the Company, or the change is required for medical reasons.
  15. Occasionally, jobs may be filled temporarily with any qualified employee until the senior qualified applicant is selected and can assume the position. Once the successful applicant is selected he/she will be assigned to the new position as soon as reasonably possible. If the successful applicant is not assigned to the new position within thirty (30) calendar days from the date of the award posting he/she will begin receiving the new wage rate, if greater, after the thirty (30) days.

#### Production Department Back-up Positions and Cross Training

1. In order to provide efficient replacement coverage (back up) the Company encourages employees to train in positions other than their current job classification. As such the Company will train replacement (back up) employees for selected job classifications, on selected shifts, in advance of a regular vacancy. Advanced qualification as a back up can be used to meet job prerequisites for classification job vacancies, but will not result in specific job rights for specific positions.

2. Employees working in Job Level II will be provided a wage incentive of \$.15/hr, in addition to their current job classification wage, for each additional position qualified above the requirements of the probationary training period. The maximum incentive at this job level is \$.30/hr, to be paid for two additional job qualifications in Level II, or above. The incentive shall be included and paid for all time worked and for the purposes of calculating overtime pay. To qualify for and to continue to receive the incentive pay, the employee must be willing and able to perform the duties of the qualified positions as assigned, based on the needs of the operation including a willingness to share in required overtime.
3. Similarly, employees working in Job Level III will be provided a wage incentive of \$.25/hr, in addition to their current job classification wage, for each additional position qualified in Job Level III or above. The maximum incentive at this job level is \$.50/hr, to be paid for two additional job qualifications in Level III, or above. The incentive shall be included and paid for all time worked and for the purposes of calculating overtime pay. To qualify for and to continue to receive the incentive pay, the employee must be willing and able to perform the duties of the qualified positions, as assigned, based on the needs of the operation including a willingness to share in required overtime.
4. Training in these job levels will be done at the discretion of the Company based on efficient and practical opportunities. Each shift will manage this training independently. The bid file will be consulted and whenever reasonable the senior applicant from the shift will be selected for back-up replacement training.
5. Upon successful completion of the prescribed training period, the employee will be returned to his/her former position. Back-up status will not result in any specific job rights when considering a job classification opening. A higher senior bidder who meets the prerequisites of the position and has an active bid would be awarded the bid over a lower senior "back-up" bidder. When providing coverage for absences, leaves, or vacations, the least disruptive and most efficient selection from the qualified pool will be used, as determined by the Company.

#### Maintenance Department Bid Procedure

The Maintenance Department will include different job classifications, which are defined by technical and/or educational certification, work experience, skill and ability. A job description will be available for each job classification. The job description will describe essential duties, physical demands, and define job prerequisites.

The procedure for filling job classification vacancies in the maintenance department is as follows:

1. All maintenance department job classifications will be designated as interest bid positions. Job vacancies in maintenance will be posted for a period of five (5) production days. The Company will determine the specific job classification to be posted based on the needs of the operation.



2. The Company will accept interest bids prior to the vacancy and during the period of posting, as a means of identifying interested candidates.
3. Interest bids for an employee on a leave of absence greater than thirty (30) calendar days are inactive for the duration of the leave. An employee going on leave of absence for a period of up to thirty (30) days is encouraged to review their bids on file prior to starting the leave.
4. Classification job prerequisites may include, but are not limited to, experience, skill, technical and/or educational certifications, ability to perform physical demands of the job classification, and/or a qualification examination. A position may have a “qualification examination” which the employee must receive a pre-determined score to be considered eligible for the position. Failure to receive the pre-determined or required score will render the employee ineligible for the position for a period of ninety (90) calendar days before they will be eligible to write the examination again. The Company shall pre-determine the specific job prerequisites prior to applying such standards to any job bid process. In addition, such prerequisites shall be provided to the Union.
5. The procedure for filling the vacancies in the maintenance department is as follows:
  - a. Job vacancies in the maintenance will be posted for a period of five (5) production days.
  - b. Job classification vacancies will be awarded to the most qualified applicant, as determined by the Company, based on the job prerequisites. If it is determined that two (2) or more candidates are equally qualified in all respects then seniority will be considered, using maintenance seniority first and then regular seniority. If there are no qualified applicants with an active bid on file, the vacancy may be filled in the most efficient manner, which may include hiring from outside the Company.
  - c. If a vacancy which had been posted remains unfilled for a period of ninety (90) days or more and the Company still wishes to fill the vacancy it will be reposted in accordance with the procedure above.
  - d. When an approved leave of absence occurs that is expected to be greater than ninety (90) days this vacancy will be filled at the discretion of the Company using the normal bid procedure process. When the employee returns to work after the approved leave of absence the least senior employee based on maintenance seniority in the lowest job classification will be returned to his/her former position. All subsequent bumps will be achieved by returning the lowest senior employee in the affected job classification and shift to their previous job classification and shift.

6. The Human Resources Department will announce the successful bid award with a notice, which will be posted for a period of seven (7) calendar days. A copy will be furnished to the Union.
7. After an employee has been awarded a maintenance position, there will be an evaluation period to allow the employee to become familiar with the job and allow the Company to evaluate the employee's capability and performance. The evaluation period shall be established by the Company and included in the job description. At the start of the evaluation period the employee shall be advised of the expectations and requirements of the position. Such expectations and requirements shall be furnished to the Union.
  - a. If after a reasonable period of time during the evaluation period the Company determines that the employee is unable to perform the job duties to acceptable standards, he/she will be returned to their former job and shift, replacing whomever had taken their former job. In such cases the Company shall advise the employee of the reasons for such failure to qualify.
  - b. If the employee decides within twenty (20) shifts worked from starting the evaluation period that he/she does not want to or cannot perform the job, he/she can disqualify themselves and will be returned to their former job and shift, replacing whomever had taken their former position. However, if anytime after twenty (20) shifts worked from the start of the evaluation period the employee wishes to disqualify themselves from the job, he/she will be returned to an entry level position or any open position which they are qualified for, providing he/she can fulfill the requirements of the job.
8. Once an employee has accepted a bid all other bids on file for the employee will be deleted. Once the employee has qualified in the awarded bid position, or has been disqualified from the position, he/she may submit new bids.
9. If an employee is awarded a bid and declines it he/she will not be eligible to resubmit a bid request for that position for thirty (30) days.
10. If an employee is awarded a bid and withdraws during the first twenty (20) days of evaluation, he/she will not be eligible to resubmit a bid request for that position for six (6) months.
11. If an employee is disqualified during the evaluation period, he/she will not be eligible to resubmit a bid request for that position for one (1) year.
12. Any bid to a lower paying job will be honored only if the change does not unreasonably affect the operation, as determined by the Company, or the change is required for medical reasons.

13. Once an employee is awarded and qualified in a maintenance classification job, he/she shall not be entitled to bid for any other jobs for a period of twelve (12) months without the Company's approval. When an employee believes they have met the requirement of the next level of progression, he or she may request in writing, consideration for promotion. A promotion to a higher maintenance classification (Example from Line Mechanic III to Line Mechanic II) shall be based on the employee meeting the prerequisites of the higher classification as determined by the Company, and do not require a vacancy.

Listed below are the classification groupings to which promotion by progression applies:

Mechanical

Line Mechanic (Millwright)  
Line Mechanic (3<sup>rd</sup> Yr Millwright Apprentice Program Completed)  
Line Mechanic (2<sup>nd</sup> Yr Millwright Apprentice Program Completed)  
Line Mechanic (1<sup>st</sup> Yr Millwright Apprentice Program Completed)  
Line Mechanic I  
Line Mechanic II  
Line Mechanic III

Electrical

Electrical Control  
Electrical I (Journeyman)  
Electrical II (3<sup>rd</sup> Yr Apprentice Program Completed)  
Electrical III (2<sup>nd</sup> Yr Apprentice Program Completed)  
Electrical IV (1<sup>st</sup> Yr Apprentice Program Completed)  
Electrical V

Boiler & Refrigeration

2<sup>nd</sup> Class Power Engineer  
3<sup>rd</sup> Class Power Engineer (2<sup>nd</sup> Class Program Part A Completed)  
3<sup>rd</sup> Class Power Engineer  
4<sup>th</sup> Class Power Engineer

Water Treatment

Level 2 Water Treatment Operator  
Level 1 Water Treatment Operator  
Water Treatment Operator (non-ticketed)

Nothing in this Article restricts the Company's right to post a vacancy for any maintenance classification and fill such vacancy in accordance with the Maintenance Department Bid Procedure.

The job classifications listed below, will be filled at the discretion of the Company, based on Company needs. Generally, these positions will only be filled if a vacancy exists, and if the Company determines a need to fill a vacancy. These classifications will be filled in accordance with Maintenance Department Bid Procedure, and will include a requirement for suitability. The classifications listed below require good leadership and communication skills, and effective support of Company policies and procedures.

Line Mechanic Leader  
Packaging Technician Lead  
Electrical Leader  
Process Control Tech  
Instrumentation Tech  
Temporary 1<sup>st</sup> Class Power Engineer  
Water Treatment Lead Operator

14. Occasionally, jobs may be filled temporarily with any qualified employee until the senior qualified applicant is selected and can assume the position. Once the successful applicant is selected he/she will be assigned to the new position as soon as reasonably possible. If the successful applicant is not assigned to the new position within thirty (30) calendar days from the date of the award posting he/she will begin receiving the new wage rate, if greater, after the thirty (30) days.
15. In the event the Company determines a need to rearrange maintenance area assignments (wet end assignment, packaging assignments, rebuild assignments), the Company will post a "Notice of Interest" for a period of five (5) production days, as noted in 1. The assignment will be awarded based on Article 9.06 Maintenance Department Bid Procedure #5.

#### 9.07 Reduction in Work Schedule/Layoff/Recall

In the event that it is necessary to reduce the workforce, the reduction shall be handled in the following manner:

- a. In the event the Companies operational needs require extended runs of work cycles for the workforce generally described as the "10 and 4" (or lesser) schedule, the Company may distribute the work in a manner that balances the available hours and work across the work force to minimize the need for layoffs within the work force. To a degree which is reasonable, preference will be given to senior qualified employees within their job classification. The practice above may continue up to two (2) consecutive cycles.
- b. If the business determines the need to extend the 10/4 (or lesser) schedules beyond two (2) production cycles, the Company will notify the Union of the need to extend the reduced cycles further and the Parties may elect to meet to discuss either the continuation of balancing, the implementation of alternative layoff strategies or the full implementation of Section "c." below. In the absence of mutually agreeable alternatives, "c." below will be implemented.

- c. In the event of layoffs subsequent to section “a.” and “b.” above are necessary such layoffs shall be accomplished by determining plant operational needs for each job classification. Senior incumbents will be used to fill these vacancies, however:
- d. Employees may bump to a lower job classification provided:
  - i. The employee has more seniority than the lower classification employee, and
  - ii. With the exception of Level I classifications, the employee has previously held the classification in question and currently has the qualifications and skills to perform the duties of the classification without additional training.
- e. If the employee declines to work in a classification they are qualified for, or a Level I classification, they will be placed on a voluntary layoff provided that there are lower seniority employees on layoff who are qualified to fill the vacancies.
- f. Employees who choose to go on voluntary layoff must remain on layoff until the Company recalls them.
- g. Employees will be recalled according to plant operating needs, and recall will be by seniority and job classification and, with the exception of Level I classifications, provided the employee has previously held the classification in question and currently has the qualifications and skills to perform the duties of the classification without additional training.

It shall be the duty of the employees to notify the Company of any change of address or phone number, and if an employee should fail to do this, the Company will not be responsible for failure of notice to reach such employee.

#### **ARTICLE 10 – ATTENDANCE AT WORK**

- 10.01 Employees are required to attend work regularly. When unable to attend, the employee must contact the Human Resources Department as far in advance as possible of his/her scheduled start time, giving the reason he/she is unable to attend work, date of his/her expected return, and the details as to where he/she can be contacted in his/her absence. An employee may be required by the Company to substantiate the reasons for any absence, his/her expected date of return, and his/her limitations, if any, or may be required to be examined by an Independent Medical Examiner (IME). Such IME may be selected by the employee from among a list of IME’s established by the Company. If the Company requires the employee to be examined by an IME, the Company will pay the cost of such examination.

## **ARTICLE 11 – LEAVES OF ABSENCE**

### 11.01 Personal Leave

- a. A personal leave of absence without pay for up to thirty (30) days may be granted upon application by the employee if, in the Company's judgment, such request is for good and sufficient reason. In all cases, adequate arrangements for providing coverage will be considered before the leave is granted. Application for personal leave must be submitted in writing to the Human Resources Department at least forty-eight (48) hours prior to the date and time the leave is to start and must contain the reason for the leave and the length of time required. Whenever possible the Company will respond to the request within seventy-two (72) hours of receiving it.
- b. An application for personal leave received by the Human Resources Department less than forty-eight (48) hours in advance will be considered, provided that the reason given for the leave is for extenuating circumstances beyond the employee's control.
- c. The Company will consider personal leave of absence requests for off-site schooling, training, and/or tests that directly relate to an employee's work for the Company.

### 11.02 Jury Duty

All employees who are required to serve on a jury under some form of subpoena or court order may obtain an unpaid leave of absence for the period of time covered by the initial subpoena or court order and any involuntary extensions. Request for the leave must be made to the Human Resources Department, in writing, forty-eight (48) hours prior to the start of the leave. A copy of the subpoena or court order must be submitted with the leave request. Verification of jury duty service will be required.

Regular employees will be reimbursed for any lost wages based on the difference between regular wages for straight time hours of work scheduled and missed and jury duty fees. Employees who are entitled to compensation under this policy must provide documentation showing the amounts received from the courts.

Hours paid or spent on jury duty will not be counted as hours worked for the purpose of computing overtime compensation. Shift premium shall not be paid on hours paid or spent on jury duty.

### 11.03 Bereavement Leave

Upon the death of a current spouse, common law or otherwise, child, stepchild, mother, stepmother, father, stepfather, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandparent-in-law:

- a. An employee may take a leave of up to three (3) consecutive shifts to grieve, assist in making arrangements and/or to attend the services. These three (3) consecutive shifts must fall within three (3) days of the death or the services.
- b. Regular employee will receive their regular wage for straight time hours of work scheduled and missed.
- c. Paid leave will not be granted if an employee is receiving any form of payment for illness or injury, such as disability, long term disability, Worker's Compensation, or is on a leave of absence or layoff.
- d. The Company may request verification of family relationship and death.
- e. In the event of the death of a relative not listed above a regular employee may take an unpaid leave of up to three (3) scheduled workdays with the approval of their supervisor and the Human Resources Manager.

Hours paid or spent on bereavement leave will not be counted as hours worked when computing overtime compensation. Shift premium shall not be paid on hours paid or spent on bereavement leave.

#### 11.04 Union Leave

- a. One bargaining unit employee shall be granted a leave of absence without pay or other benefits for the term of the Agreement to accept full-time employment with the Union. The employee shall be granted this leave of absence upon thirty (30) days written request of the President of the Local or Staff Representative of the Union.
- b. The employee granted such leave under this section 11.04 shall retain (and continue to accrue) his/her seniority and shall be entitled to return to the bargaining unit in line with his/her seniority providing the employee gives two (2) weeks advance notice of his/her desire to return to work. The Union shall notify the Company promptly when an employee on leave under this provision ceases to occupy such full-time position and the employee must then notify the Company within forty-eight (48) hours of his/her desire return to work or his/her seniority shall be lost and his/her employment automatically terminated. A leave of absence granted under this section 11.04 shall become void and the employee's seniority shall be lost and his/her employment automatically terminated if such employee accepts other employment or engages in other work without obtaining advance written permission from the Company.
- c. The Company will grant a leave of absence without pay, for a period not to exceed one (1) week, for up to a maximum of three (3) bargaining unit employees who have been elected or appointed by the Union to attend Union conventions, Union training and other gatherings of the Union providing adequate replacement coverage can be arranged. Requests for such leaves must be submitted to the Human Resources Manager fourteen (14) days prior to the requested start date and must be accompanied by a written request from the

President of the Local or Staff Representative of the Union. Where Notice To Commence Bargaining has been served in accordance with Article 21, and the Local is preparing for such bargaining the maximum number of three (3) referenced above will be increased to four(4) and all other provisions of this Article will continue to apply.

## **ARTICLE 12 – DISCIPLINE AND DISCHARGE**

- 12.01 Regular employees may only be disciplined or discharged for just cause.
- 12.02 If a regular and/or probationary employee is disciplined or discharged for any reason, a shop steward or representative will be present unless the employee requests otherwise. If the employee does not wish to have a shop steward or Union representative present the employee will advise the shop steward or Union representative of such.
- 12.03 An employee disciplined or discharged will be notified in writing of the discipline or discharge at the time of the discipline, or at the earliest possible date thereafter. If the employee elects to have a shop steward or representative present, a copy will be provided to the shop steward or the representative as well.
- 12.04 If an employee wishes to view their personnel file they will complete the appropriate request form and submit this to the Human Resources Department. Arrangements will be made for the employee to view their file during normal office hours within two (2) business days of receipt of the request.
- 12.05 An employee who has been discipline free for a period of eighteen (18) months will have the record of discipline considered void for progressive discipline purposes. Any discipline considered void will not be used for progressive discipline purposes in any future incident.

## **ARTICLE 13 – GRIEVANCE PROCEDURE AND ARBITRATION**

- 13.01 For the purposes of this Agreement, a grievance is defined as a complaint, disagreement or difference of opinion arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement, including any dispute with regard to discipline or discharge.
- 13.02 If an employee, or group of employees, has an unsettled complaint regarding the interpretation, application, administration, or alleged violation of this Agreement the following shall apply:
- 13.03 Step 1.

The employee shall discuss the complaint with his/her immediate supervisor within fourteen (14) calendar days (except in the case of discharge or suspension it shall be three (3) calendar days) from the occurrence, which gave rise to the complaint, or the date the occurrence should have reasonably come to the attention of the employee. When, due to the nature of the complaint it is not appropriate to take it to the immediate supervisor, such complaint will be taken directly to Step 2 of the procedure. The



employee may request the assistance of a steward to present his/her complaint. The supervisor shall give his/her response within seven (7) calendar days.

Step 2.

Failing settlement at Step 1, within five (5) calendar days from the date of the supervisor's reply, the employee may submit the grievance in writing to the Company. The written grievance will outline the nature of the complaint and the articles of the Collective Agreement in question. A meeting will be held between the Company and the employee with the Union steward. Such meeting will be held within seven (7) calendar days of the grievance being submitted at Step 2, unless extended by agreement of the parties. The Company shall respond in writing within ten (10) calendar days of the meeting and such response will provide the Company's reasons for their answer.

Step 3.

Failing settlement at Step 2, within five (5) calendar days from the date of the Company's reply, the employee may submit the grievance to Step 3. A meeting will be held between the Company and employee with the Union steward and Staff Representative. Such meeting will be held within seven (7) calendar days of the grievance being submitted to Step 3, unless extended by agreement of the parties. The Company shall respond in writing within ten (10) calendar days of the meeting.

- 13.04 a. Any differences arising directly between the Union and the Company, relating to the interpretation, application, or alleged violation of the Agreement may be presented in writing by either party as a Policy Grievance within fourteen (14) calendar days after the date when the subject matter of the grievance first arose. Such grievance shall be heard commencing at Step 3. It is understood, however, that the provisions of this paragraph shall not be used with respect to a grievance directly affecting an employee(s) and that the regular grievance procedure shall not be bypassed.
- b. Where an employee submits a grievance concerning a disciplinary suspension or discharge, such grievance will commence at Step 3 of the grievance procedure.
- 13.05 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitral, such grievance may be submitted to arbitration as herein provided. If no written request for arbitration is received within thirty (30) days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.
- 13.06 Where either party requests that a matter be submitted to arbitration, it shall make such a request in writing addressed to the other party. Within seven (7) days the Company and the Union shall attempt to agree upon selection of a mutually acceptable arbitrator. If the parties are unable to mutually agree to an arbitrator, they shall make application in accordance with the Alberta Labour Relations Code for the appointment of an arbitrator.

- 13.07 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor alter, modify, add to or amend any part of this Agreement.
- 13.08 The arbitrator shall be requested to provide a decision within thirty (30) days of the hearing and the decision will be final and binding upon the Company, the Union and the employee(s) concerned.
- 13.09 Each party shall bear the expenses of their representatives and one-half (1/2) the cost of the arbitrator.
- 13.10 Time Limits in the Grievance and Arbitration Procedure are mandatory and failure to submit the grievance or process it in a timely fashion will result in the grievance being deemed abandoned. If no answer is given within the time limit specified, the grievance may be submitted to the next step. Time limits may be extended by written agreement between the Company and the Union.
- 13.11 The parties agree that when a grievance is deemed abandoned (reference 13.05 and 13.10) such grievance will not prejudice the position of either party with respect to any other grievance, nor will it preclude either party from arguing the existence of a practice in any future grievance.
- 13.12 No adjustment affected under the grievance or arbitration procedure shall be made retroactive beyond thirty (30) days prior to the date that the grievance was formally presented to the Company.

**ARTICLE 14 – VACATION**

- 14.01 The vacation year is defined as the period from January 1st to December 31st.
- 14.02 In recognition of an employee’s hire date for vacation accrual, the parties have developed a prorated system of additional vacation, to recognize the original month in which a person was hired.

When an employee reached the milestone years (four (4) years of service or ten (10) years of service) they will be granted additional vacation on their anniversary date, that year, based on the following prorated schedule:

Month Hired	Additional Vacation	Additional Vacation Pay
Jan – Feb	40 hours	2.0%
Mar – Apr	32 hours	1.6%
May – Jun	24 hours	1.2%
Jul – Aug – Sep	16 hours	0.8%
Oct – Nov – Dec	8 hours	0.4%

- 14.03 Vacation pay for each vacation year shall be equal to the applicable percentage of the employee’s total gross earnings for the previous payroll year.

14.04 Vacation eligibility shall be determined as follows:

<u>Years of Service</u>	<u>Days of Vacation</u>		<u>Vacation Pay</u>
	<u>8 hr shift</u>	<u>12 hr shift</u>	
1 to 3	10	7	4%
4 to 9	15	11	6%
10 or more	20	14	8%

Employees who have less than one (1) year of service with the Company as of January 1st of the current vacation year, shall be entitled to one (1) day of vacation for each full month of service in the prior year to a maximum of ten (10) days (12 hour shift employees entitled to two-third (2/3) day for each full month of service, rounded to the nearest full day, to a maximum of seven (7) days), and shall receive as vacation pay, an amount equivalent to four percent (4%) of their total gross earnings for the previous payroll year.

14.05 Vacation pay will be paid on the regularly scheduled payday. Employees requesting to be paid vacation pay on the payday immediately preceding the employee's vacation for increments of one (1) complete workweek must submit written notice fourteen (14) days in advance. All scheduled vacation days would be paid out prior to the end of the tax year on the last pay period in December.

14.06 Vacations will be scheduled by the Company as follows:

- a. The Company shall post vacation entitlements for each vacation year by January 1st of each calendar year.
- b. Employees requesting vacation for January 1st to February 14th of the following year can submit their vacation requests as early as August 15th. Request received from August 15th to September 7th will be considered based on seniority. From September 8th to December 31st requests will be considered on a first come, first served basis.
- c. Employees must submit in writing to the Human Resource department their preference for scheduling of vacation by February 15th of that year. Weekly vacation will be scheduled in accordance with the workweek Sunday through Saturday. Employees may request to split their annual vacation entitlement into increments, with no increment being less than one (1) full day/shift. Employees requesting to split their vacation into increments of less than a full workweek may schedule one (1) week of their vacation in such increments. This day/shift at a time vacations may be taken throughout the year but must be scheduled no later than October 1st. If, an employee has not scheduled his/her day/shift vacation requested by October 1st, the Company has the right to schedule the vacation based on the efficient operation of the plant.

- d. Preference on vacation time on the basis of seniority will apply only to one portion of an employee's annual vacation should he/she decide to split his/her total entitlement. Preference for the other portion will only be granted after all other employees have first had the opportunity to indicate their preference for their first period.
- e. Vacations will be scheduled taking into consideration the requests of the employees, on the basis of seniority, and taking into account the efficient operation of the plant.
- f. The Company will post the annual vacation schedule no later than the 15th of March each year, it will be maintained on a week to week basis, showing the job/workgroup, the number of vacation opportunities available in that week and the number of vacation opportunities that are still available to be scheduled for vacation, employees may review the posted vacation schedule to better determine what and when vacation opportunities are available in their job.
- g. Vacation requests submitted after February 15th will be considered on a first come, first served basis, taking into account the efficient operation of the plant.
- h. If an employee has not scheduled his/her vacation by April 1st, the Company has the right to schedule the vacation based on the efficient operation, including scheduling such vacation during any downtime period.
- i. It is understood by the Parties that new vacation requests may not be submitted for time covered by the posted schedule(s). Bona fide emergencies will be considered on a case by case basis. In order to submit for vacation time which is requested to occur during the next posting schedule, the request must be submitted before the third Tuesday of currently posted schedule.
- j. The effect of bidding on scheduled vacation. When an employee bids away from the job they held at the time their vacation was approved, the employee retains the scheduled vacation time only when the previously approved vacation opportunities are also available in the newly bid job. Employees so situated may reschedule their vacation from the available vacation opportunities in their new job/assignment.
- k. Once a vacation request has been submitted to Human Resources, and we are during the period where "first come, first serve" standards apply, the Company will approve or deny the request within fourteen (14) calendar days.
- l. Once vacation is scheduled it can only be changed through mutual agreement. Employees may request changes to the posted vacation schedule by submitting a request to the Human Resources department. Except in the case of emergency, such requests must be submitted at least two (2) weeks in advance. Such requests will be considered on a first come first served basis based on the efficient operations of the plant and the Company will respond to such requests as soon as possible but no later than seven (7) days after the date they were submitted.

14.07 Carryover vacations effective January 1, 2015 as follows:

1. An Employee with five (5) or more years of service may carryover two (2) weeks of earned vacation one (1) time during the life of the Agreement.
2. An Employee intent upon such a carryover must declare their intention to carryover said weeks on or before February 15 of the current year for consideration/application in the following year.
3. The Company will approve the eight (8) most senior 'requestors'. However the scheduling of this carryover block must be accomplished in accordance with the regular vacation scheduling provisions of the Agreement.
4. Carryover vacation does not increase the number of vacation slots available in a workgroup and does not afford any new right to bump other people from previously approved vacation.

#### **ARTICLE 15 – GENERAL HOLIDAYS**

15.01 The parties agree to recognize the following General Holidays:

1. New Year's Day
2. Alberta Family Day
3. Good Friday
4. Victoria Day
5. Canada Day
6. Heritage Day
7. Labour Day
8. Thanksgiving Day
9. Remembrance Day
10. Christmas Day
11. Boxing Day

15.02 An employee qualified to receive General Holiday pay shall receive his/her normal hours at his/her regular rate, to a maximum of eight (8) hours, for each of the recognized General Holidays for which he/she is eligible. Exception: An employee assigned to a 12-hour schedule shall receive twelve (12) hours General Holiday pay for the Holiday.

15.03 An employee required to work on a recognized General Holiday shall receive one and one-half (1 ½) times his/her regular rate for all hours worked in addition to any General Holiday pay for which he/she qualifies.

15.04 In order to become qualified to receive General Holiday pay, the employee:

1. must have worked for the Company for 20 working days (shifts) preceding the General Holiday;

2. must have worked his/her last scheduled shift before, and the first scheduled shift after, the holiday, and both shifts must fall within a two (2) week period of the General Holiday. Or, if absent on either of these shifts, must have had a bona fide reason acceptable to the Company. The Company may require documentation to support the reason for the absence;
3. must not have refused to work on the General Holiday if requested to do so.

For the purpose of this article the following shall be considered a day of work:

1. a regular scheduled shift worked;
2. approved annual vacation pursuant to Article 14.

15.05 If, the General Holiday, falls during an employee's vacation period, he/she shall be given an additional vacation day in lieu thereof. This additional day is to be scheduled at a time that is mutually agreed upon by the Company and the employee.

#### **ARTICLE 16 – HEALTH & WELFARE BENEFITS**

16.01 The Company agrees to make available a group insurance plan to all regular employees covered by this Collective Agreement who meet the eligibility requirements of the plan. Eligibility, conditions, benefits, limitations, and extent of coverage are governed by the stipulations and provisions of the plan document. A group insurance booklet will be furnished each regular employee, which will summarize the benefits, conditions, and extent of coverage, as well as pertinent provisions and stipulations of the plan document. The plan document determines all rights and benefits payable.

16.02 For the purpose of determining employer and employee contributions, the Company has provided the Union with the current monthly premium "base rate" amounts, established May 2011, for the following benefits: Life Insurance, Accidental Death & Dismemberment, Dependent Life Insurance, Extended Health Care Insurance, Dental Care Insurance, Employee Assistance Program, and Alberta Health Care.

Effective the date of ratification the employee monthly contribution toward the costs of the above benefits shall be as follows:

Single Coverage	\$ 8.70
Family Coverage	\$ 35.92

All future increases shall be shared equally. However, should the cost of this benefit raise significantly, the Company will agree to limit the employee share to 25% of the total monthly premium cost.

Employees are expected to pay their share of the monthly benefit plan premium while on leave. In the event an employee's payments have not been made for a period of ninety (90) days or longer his/her benefit plan coverage will be terminated.

16.03 The employees shall be responsible for monthly premiums for Long Term Disability coverage.

16.04 Sick Leave Plan

Each January 1<sup>st</sup> sick leave shall be granted to all regular employees as follows:

- a. An employee who has one (1) year of service or more will be granted twenty four (24) hours.
- b. An employee who has less than one (1) year of service will be granted eight (8) hours.
- c. An employee may accumulate a maximum of one hundred twenty (120) hours of paid sick leave.
- d. An employee may utilize any accrued sick leave for absences due to illness or non-occupational injury. Such absence shall be taken in no less than four (4) hour increments. An employee shall notify the Human Resources Department of their inability to report to work. An employee shall provide medical certification for the absence if requested to do so by the Company. Sick leave shall be paid at the employee's regular current rate of pay.
- e. Each January 1st when the sick leave allotment is granted should the allotment cause the employee's accumulated paid sick leave hours to be greater than one hundred twenty (120) hours those hours in excess of one hundred twenty (120) will be paid out on the payroll following January 31st of each year, at the employee's regular current rate of pay.
- f. In the case of twelve (12) hour shift employees all references to "hours" above will be modified by a factor of 1.05.

16.05 a. The Company agrees to make available to all regular employees covered by this Collective Agreement a Group Registered Retirement Saving Plan. Each employee will have an individual account. The employee will be required to contribute a minimum of two percent (2%) of their annual gross earnings to their account each year. The Company will match the employee's contributions as follows:

Years of Seniority	Match On Employee Contribution
1 or less	25% to a maximum of 1 ½% of annual earnings
more than 1 year	50% to a maximum of 3% of annual earnings

The current plan will continue unchanged for the remainder of 2014.

Effective the first pay period in 2015, the Company will make weekly payments into the otherwise unchanged RRSP Plan.

- b. Active employees with seven (7) full years of service as of January 1<sup>st</sup>, 2015 shall have placed in their RRSP account five hundred dollars (\$500.00) during the month of January 2015.

Active employees with seven (7) full years of service as of January 1<sup>st</sup>, 2016 shall have placed in their RRSP account five hundred dollars (\$500.00) during the month of January 2016.

Active employees with seven (7) full years of service as of January 1<sup>st</sup>, 2017 shall have placed in their RRSP account five hundred dollars (\$500.00) during the month of January 2017.

## **ARTICLE 17 – HEALTH & SAFETY**

- 17.01 The Company and the Union agree that it is in the interest of all concerned to maintain high standards of health and safety to prevent industrial injury and illness, and to protect the plant and equipment. The Company agrees to make reasonable provisions for safe and healthful working conditions for all employees and employees agree to work in a safe manner.
- 17.02 The Union and all employees agree to cooperate fully with the Company in promoting safety, the proper use of safety equipment, and in applying safe work practices and processes. The Union and employees agree to immediately report to the Company any potential safety hazard, which comes to their attention.
- 17.03 The Company agrees to establish Health and Safety Committees made up of representatives from the bargaining unit and the management staff. These committees will include a Central Safety Committee, a Shift Safety Committee associated with each production shift, and a Maintenance Safety Committee. The Company and the Union agree to cooperate fully with one another in an effort to ensure that these committees function appropriately and to address issues or concerns regarding the functioning of these committees.
- 17.04 The make-up and general duties of the various safety committees shall be as follows:
  - a. Central Safety Committee: The Central Safety Committee will consist of five (5) Bargaining Unit members appointed by the Union, one of which shall be from the Maintenance department, as well as five (5) members appointed by the Company. Additionally, as a means of supporting the process, the Plant Manager and the Union's Area Supervisor and/or the Local Business Agent may be in attendance at their discretion.
  - b. As a means to further support the Committee, other key members of Sub-Committees, employees with key knowledge and experience of the subject matter in question and management may attend upon the request of the Committee.



- c. The objective of the Central Safety Committee is to help prevent accidents in the workplace. The general duties of the Committee include: review and discuss safety recommendations made by employees or other safety committees to eliminate unsafe conditions or acts; provide guidance, assistance and coordination of the other safety committees; assist in the development, implementation and evaluation of various motivational and educational safety programs and initiatives; and assist in determining the cause of serious accidents, incidents or hazards, and make recommendations for preventing their reoccurrence. At each regular meeting the Committee will review and discuss accidents and safety incidents that occurred during the current period and review current monthly and YTD safety statistics. Meeting minutes will be recorded and posted.
- d. The Company will give consideration to implementing reasonable Committee recommendations, however, the parties recognize that the final decision regarding such implementation rests with the Company and that nothing in this Article is intended to limit the Company's rights as set forth in Article 3 of the Collective Agreement.
- e. Shift Safety Committees & Maintenance Safety Committee: Each production shift, as well as the maintenance department as a whole, will maintain a Safety Committee comprised of supervisory staff and an appropriate number of bargaining-unit employees, representing various areas of the facility. While the specific Committee size may vary, it is not the intent of the Company that the number of management employees assigned to a Committee will exceed the number of bargaining-unit employees on the Committee.
- f. The general duties of the Shift and Maintenance Safety Committees is to review and discuss accidents and safety incidents occurring within the shift/department, perform and document monthly safety tours and inspections, and discuss safety suggestions from the shift/department and make appropriate recommendations regarding such suggestions to the Central Safety Committee.

## **ARTICLE 18 – NON-DISCRIMINATION**

- 18.01 The Company and the Union are committed to maintaining a work environment that is free from discrimination. In the administration of this Agreement and, in accordance with applicable provincial law, neither the Company nor the Union shall discriminate against any employee because of that employee's race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, or family status.
- 18.02 Harassment of any employee due to that employee's race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, or family status is also prohibited by this Agreement as well as provincial law. Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon a person's protected status, such as sex, race, color, ancestry, religion, national origin, age, disability, marital status or other protected status. The Company and the Union will not tolerate harassing conduct that affects

tangible job benefits; that interferes unreasonably with an individual's work performance; or that creates an intimidating, hostile or offensive working environment.

- a. Sexual Harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other physical, verbal or visual conduct based on sex, when:
  - i. Submission to the conduct is an explicit or implicit term or condition of employment;
  - ii. Submission to or rejection of the conduct is used as the basis for an employment decision; or
  - iii. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creates an intimidating, hostile or offensive working environment.

18.03 Prohibited sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, jokes, obscene language or gestures, displays of obscene material, and physical conduct. Harassment on the basis of other protected status may include comments based on race, religion, age, disability, national origin etc., jokes, offensive language or gestures, or displays of material offensive to members of the above-described groups.

18.04 If the employee feels they have been the subject of discrimination or harassment whether by other employees, supervisors, vendors, customers, or a Union agent or steward, they should immediately notify their immediate supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact their supervisor, the employee should immediately contact the Human Resources Manager. The Company will investigate all such complaints thoroughly and promptly. To the fullest extent practicable, the Company will keep complaints and terms of their resolution confidential. If an investigation confirms that harassment has occurred, the Company will take corrective action, up to and including immediate termination of employment of any employee found to have violated the provisions of this Article. The Company forbids retaliation against anyone who has appropriately reported harassment.

18.05 Nothing in this Article prohibits the Company from taking action against any employee for misconduct, which may relate to harassment whether or not a formal complaint has been filed under this provision or a statute.

18.06 If an employee claiming a violation of this Article or the Union on their behalf elects to proceed to an administrative agency or to court during the pendency of the grievance or at any time prior to the issuance of the written opinion and award of an arbitrator, the grievance will be considered to have been withdrawn.

18.07 Periodically, and no less frequently than once per calendar year, the Union will inform bargaining unit members of the provisions of this Article and the Union's expectation that the employees represented by it as well as employees and agents of the Union will at all times comply with the terms of this Article. The Union will confirm, in writing,

to the Company as to the date and manner in which such communication occurred. If any bargaining unit employee notifies the Union of an alleged violation of this Article, the Union will encourage the employee to bring the matter to the attention of the Company in accordance with the Company's policy described in this Article.

## **ARTICLE 19 – GENERAL**

### 19.01 Bulletin Board

The Union may place material on the designated bulletin board. This material shall be limited to Union notices for social and recreational events, Union meetings, elections, and appointments. A Union officer must sign all posted items. Notices shall not include advertising, political notices, nor documents which are derogatory and/or inflammatory towards the Company in any manner. Notices, which comply with the above, may also be distributed within the Company's non-work areas, but only after obtaining the approval of the Human Resources Manager or designee.

### 19.02 Flexible Workplace Provision

The Company and Union agree to the principle that the continued prosperity of the Company and its employees will require flexibility in methods of work assignment. The parties agree that employees may perform any work provided they have the necessary knowledge and skills acquired through appropriate training to perform that work safely. In order to maintain an efficient operation, maintenance department employees will assist, as needed, other maintenance employees, and/or production employees, and production employees will assist maintenance employees and other production employees in the efficient operation of the plant, as long as the employee has the necessary skills and is capable of doing the work in a safe manner.

### 19.03 Searches and Inspections

The Company may conduct and/or request inspections of any property (briefcases, purses, bags, packages, toolboxes, etc.) that you have on Company property. Except in circumstances where the employee is not readily available, these inspections will be completed in the presence of the employee and, unless requested otherwise by the employee, a shop steward.

### 19.04 Labour Management Committee

- a. The parties agree to establish a Labour Management Committee consisting of a maximum of three (3) members appointed by the Union and a maximum of three (3) members appointed by the Company. This Committee will meet on a regular basis to discuss matter pertaining to or arising from the application of this agreement. The Committee shall not be involved with, nor have any authority, nor be responsible for, the settlement or processing of individual grievances or problems. Either party reserves the right to discontinue the Committee if the Committee attempts to use meetings for purposes for which they were not intended. Bargaining unit Labour Management Committee

members will be compensated at their regular rate of pay for time spent in regular Committee meetings.

- b. The Labour Management Committee will schedule an annual meeting to review agenda items of the previous twelve (12) months. The committee will be joined by a representative from the ConAgra Foods Human Resources group.

#### 19.05 Personal Protective Equipment

The Company agrees to furnish employees the necessary Personal Protective Equipment (PPE) as required by the Company in the performance of any job. Employees agree to utilize PPE following the policies and procedures established for their job classification or job task. PPE will be issued to the employee and the employee shall be responsible for maintaining the equipment they are issued. The Company, upon return of PPE, will replace all Company furnished PPE below, which is unserviceable as a result of normal wear and tear. If the employee loses the PPE they are issued then they must fill out a lost equipment form before new equipment will be issued. Employees who require more than the normal issuance of equipment will be subject to disciplinary action.

Upon termination of employment, employees are required to return all Company issued PPE and other Company property, including but not limited to the items listed below. Failure to return such items will result in a portion of the cost of such items being deducted from the employees final pay cheque, according to a schedule maintained by the Company. When PPE is issued, employees agree to sign a payroll deduction form agreeing to reimburse the Company if PPE is not returned upon termination of employment. The following is a list of the PPE that will be issued to employees.

Personal Protective Equipment (Not Subject to Reimbursement upon Termination of Employment)

All Employees (As required for the job classification or task)

Hearing Protection (Disposable Plugs)  
Hearing Protection (Muffs, excludes Radio Muffs)  
Hairnet  
1 – Pair Rubber (Food Contact) Gloves  
1 – Pair Sleeve (Food Contact) Guards  
1 – Apron (Food Contact)  
1 – Pair Cut Proof Gloves  
1 – Pair Work Gloves  
1 – Pair Rubber (Chemical) Gloves  
1 – Pair Sleeve (Chemical) Guards  
1 – Pair Safety Glasses  
1 – Face Shield & Brim  
1 – Pair Goggles  
1 – Pair Insulated Gloves

Personal Protective Equipment (Subject to Reimbursement upon Termination of Employment if Not Returned)

All Employees

Hard Hat

Hearing Protection (Radio Muffs)

Production Department Employees (Sanitation PPE)

1 – Rain Jacket

1 – Pair Rain Pants

1 – Pair Rubber Boots

Lift Truck Operators and Tote Make-up Utilities

1 – Freezer Coat

1 – Pair Freezer Pants

19.06 Company Sponsored Apprenticeship Program

Employees who are enrolled in a Company sponsored apprenticeship program will have their health benefits maintained by the Company during the periods that the employee is attending training and away from work at the Company. Such employees will be responsible to pay the same premiums as if they were actively employed.

Additionally, such employees will receive five (5) hours pay at their regular straight-time rate for each week that the employee is away from work engaged in apprenticeship training.

19.07 Incidentals

The Company will maintain the current eligibility requirements and coverage level for the following employee incidentals:

1. All maintenance employees, the Groundskeeper, and Batter Attendants will be provided uniforms. All cleaning, repairs to, or replacement of uniforms shall be performed by the Company's uniform supplier. All uniforms are rented by the Company and remain the property of the Company/Uniform Supplier. All uniforms must be returned upon termination of employment. Failure to return all uniforms upon termination will result in the cost of such uniforms being deducted from the employee's final pay cheque. In order to be issued uniforms, employees are required to sign a payroll deduction allowing for reimbursement of the cost of issued uniforms if not returned upon termination of employment. Uniforms shall mean either coverall or pants and shirts or a combination of pants and shirts and coveralls.
2. All regular Receiving Operators, Flumers and QA Raw Graders shall receive up to \$100.00 per calendar year reimbursement towards Company approved coveralls actually purchased. Eligible employees must present coveralls purchased and the receipt to their Shift Manager for approval.

3. All employees are required to wear Company approved slip resistant, safety toed footwear. The Company will provide approved safety footwear, or reimburse up to \$130.00 per pair for approved safety footwear. Employees are required to provide a receipt for reimbursement of the purchase of Company approved safety footwear. Safety footwear will be replaced when deemed unserviceable by the Company as the result of normal wear and tear. Employees are required to sign a payroll deduction allowing for reimbursement in the amount of \$60.00 upon termination for safety footwear purchased or provided within the previous one hundred and eighty (180) calendar days. At the employee's option, the employee may return the safety footwear in lieu of reimbursement being made.
4. The Company will provide CSA approved safety glasses. Employees who wear prescription safety glasses will be issued "over the glasses" style CSA approved safety glasses. For those who choose to participate, the Company also will provide prescription safety glasses. Employees are required to sign a payroll deduction allowing for reimbursement in the amount of \$75.00 upon termination for prescription safety glasses purchased or provided within the previous one hundred and eight (180) calendar days. At the employee's option, the employee may return the prescription safety glasses in lieu of reimbursement being made.
5. All Line Mechanics shall receive up to \$175.00 per calendar year reimbursement towards work-required tools actually purchased. Eligible employees must present tools purchased to the Maintenance Supervisor for approval.
6. All Electricians shall receive up to \$175.00 per calendar year reimbursement towards work-required tools actually purchased. Eligible employees must present tools purchased to the Maintenance Supervisor for approval.

## **ARTICLE 20 - WAGES**

- 20.01 The rates of pay for each job classification are contained in Schedule A of this Agreement. Employees will be paid in accordance with these rates of pay, however, these rates are minimum rates and the Company reserves the right to increase the rate of pay of any job classification(s) when the Company determines that such an increase is necessary. Prior to implementing any such increase in the rate(s), the Company will notify the Union of its intent and, if requested, will meet with the Union to discuss the increase. Any such increase will effect all employees assigned to the specific job classification(s) and shall remain in effect for the duration of the Agreement unless the parties mutually agree to reduce the rate.
- 20.02 The Company may establish new job classifications during the term of the Agreement. The rate of pay for a newly established job will be determined by the Company and discussed with the Union. If the Union does not agree with the rate of pay established by the Company it may file a grievance regarding the rate of pay, which may be referred directly to the arbitration procedure described in Article 13.

20.03 When an employee is requested to perform work in a lower rated classification on a temporary basis, he/she will continue to be paid at the rate of the regular classification he/she holds. If an employee bumps into a lower rated classification, as the result of a reduction-in-workforce or layoff, the employee will be paid at the rate of the lower classification.

When an Employee is assigned to a higher classification on a temporary basis to fill a vacancy for two (2) hours or more in their normal shift, they shall receive the higher rate for the shift.

When an Employee is called in early or held over to perform a higher classification for the in early or hold over period, the Employee will receive the higher rate for that period outside their normal shift.

In the normal course of business, GL Employees engaged in sanitation work. Such Employees maintain the GL rates when scheduled as GL. However, GL's scheduled for sanitation are to receive the appropriate sanitation rate for the day.

20.04 An employee being trained for back up or cross training purposes who has not been awarded a bid to the position will continue to receive the rate of pay of his/her regular classification. Once the employee is qualified in the position he/she will be paid the rate of the position when assigned to fill the position on a temporary basis, except as otherwise provided for in Article 20.03.

20.05 Service Recognition

Regular employees who have been in the employ of the Company for a period of five (5) years or less will receive service recognition pay of thirty cents (\$0.30) per hour that will be paid as a premium.

Regular employees who have been in employ of the Company for a period of five (5) years or more will receive service recognition pay of sixty cents (\$0.60) per hour that will be paid as a premium.

## **ARTICLE 21 – DURATION**

21.01 This Agreement shall be for the three (3) year period commencing March 16, 2014 and expiring March 17, 2017. Thereafter, this Agreement shall continue in full force and effect from year to year subject to the right of either Party to serve notice to commence bargaining as provided for in the Labour Relations Code of Alberta.

21.02 During the period when negotiations are being conducted between the Parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect.

21.03 Notice to commence collective bargaining must be in written form.

**Signed this 16<sup>th</sup> of October, 2014**

FOR THE COMPANY  
CONAGRA LIMITED  
LAMB-WESTON DIVISION

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David Duske

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Cindy Fauth

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Scott Wojtowicz

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Steve Kempe

FOR THE UNION  
UNITED STEELWORKERS  
LOCAL 1-207

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Keith Turcotte

---

Ray White

---

Russ Luke

---

Todd Debona

---

Pete Pedersen

---

Christian Eusebio

---

Robert Robinson



**Schedule "A"**

<b>Job Level</b>	<b>Job Description</b>	<b>Current Rate \$\$/hr</b>	<b>Effective 16-Mar-14 \$\$/hr 2.50%</b>	<b>Effective 17-Mar-15 \$\$/hr 2.50%</b>	<b>Effective 18-Mar-16 \$\$/hr 2.50%</b>
Electrical	Process Control Tech	\$ 35.65	\$ 36.54	\$ 37.45	\$ 38.39
Electrical	Instrumentation Tech	\$ 33.01	\$ 33.84	\$ 34.69	\$ 35.56
Electrical	Electrical Leader	\$ 36.15	\$ 37.05	\$ 37.98	\$ 38.93
Electrical	Electrical Control	\$ 30.82	\$ 31.59	\$ 32.38	\$ 33.19
Electrical	Electrical I (Journeyman)	\$ 34.79	\$ 35.66	\$ 36.55	\$ 37.46
Electrical	Electrical II (3rd yr comp)	\$ 30.18	\$ 30.93	\$ 31.70	\$ 32.49
Electrical	Electrical III (2nd yr complete)	\$ 27.51	\$ 28.20	\$ 28.91	\$ 29.63
Electrical	Electrical IV (1st yr complete)	\$ 26.56	\$ 27.22	\$ 27.90	\$ 28.60
Electrical	Electrical V	\$ 25.93	\$ 26.58	\$ 27.24	\$ 27.92
Water Treat	Water Treatment Lead Op	\$ 35.15	\$ 36.03	\$ 36.93	\$ 37.85
Water Treat	Level 2 Water Treatment	\$ 29.01	\$ 29.74	\$ 30.48	\$ 31.24
Water Treat	Level 1 Water Treatment	\$ 25.55	\$ 26.19	\$ 26.84	\$ 27.51
Water Treat	Water Treatment Non Ticket	\$ 21.95	\$ 22.50	\$ 23.06	\$ 23.64
Boiler	Temp 1st Class Power Eng	\$ 42.14	\$ 43.19	\$ 44.27	\$ 45.38
Boiler	2nd Class Power Engineer Lead	\$ 41.11	\$ 42.14	\$ 43.19	\$ 44.27
Boiler	2nd Class Power Engineer	\$ 39.00	\$ 39.98	\$ 40.98	\$ 42.00
Boiler	3rd Class Power Eng (Part A Comp)	\$ 35.00	\$ 35.88	\$ 36.78	\$ 37.70
Boiler	3rd Class Power Engineer	\$ 33.00	\$ 33.83	\$ 34.68	\$ 35.55

<b>Job Level</b>	<b>Job Description</b>	<b>Current Rate \$\$/hr</b>	<b>Effective 16-Mar-14 \$\$/hr 2.50%</b>	<b>Effective 17-Mar-15 \$\$/hr 2.50%</b>	<b>Effective 18-Mar-16 \$\$/hr 2.50%</b>
Boiler	4th Class Power Engineer	\$ 25.55	\$ 26.19	\$ 26.84	\$ 27.51
Mechanic	Pack Technician Lead	\$ 36.15	\$ 37.05	\$ 37.98	\$ 38.93
Mechanic	Maintenance Technician Lead	\$ 36.15	\$ 37.05	\$ 37.98	\$ 38.93
Mechanic	Line Mechanic (3rd yr Mill)	\$ 30.18	\$ 30.93	\$ 31.70	\$ 32.49
Mechanic	Line Mechanic (2nd yr Mill)	\$ 27.51	\$ 28.20	\$ 28.91	\$ 29.63
Mechanic	Line Mechanic (1st yr Mill)	\$ 26.56	\$ 27.22	\$ 27.90	\$ 28.60
Mechanic	Line Mechanic Leader (3rd yr Mill)	\$ 32.30	\$ 33.11	\$ 33.94	\$ 34.79
Mechanic	Line Mechanic / Journeyman Welder	\$ 31.66	\$ 32.45	\$ 33.26	\$ 34.09
Mechanic	Line Mechanic Leader	\$ 31.01	\$ 31.79	\$ 32.58	\$ 33.39
Mechanic	Line Mechanic (Millwright)	\$ 34.79	\$ 35.66	\$ 36.55	\$ 37.46
Mechanic	Line Mechanic I (with 2 yr Job Seniority)	\$ 26.89	\$ 27.56	\$ 28.25	\$ 28.96
Mechanic	Line Mechanic I (with other Tech Ticket)	\$ 26.89	\$ 27.56	\$ 28.25	\$ 28.96
Mechanic	Line Mechanic I	\$ 25.93	\$ 26.58	\$ 27.24	\$ 27.92
Mechanic	Line Mechanic II	\$ 23.51	\$ 24.10	\$ 24.70	\$ 25.32
Mechanic	Line Mechanic III	\$ 22.45	\$ 23.01	\$ 23.59	\$ 24.18
Mechanic	Maintenance Scheduler	\$ 22.45	\$ 23.01	\$ 23.59	\$ 24.18
V	Process Operators	\$ 25.79	\$ 26.43	\$ 27.09	\$ 27.77
V	Warehouse Lead	\$ 25.79	\$ 26.43	\$ 27.09	\$ 27.77
V	Sanitation Leader	\$ 24.32	\$ 24.93	\$ 25.55	\$ 26.19

<b>Job Level</b>	<b>Job Description</b>	<b>Current Rate \$\$/hr</b>	<b>Effective 16-Mar-14 \$\$/hr 2.50%</b>	<b>Effective 17-Mar-15 \$\$/hr 2.50%</b>	<b>Effective 18-Mar-16 \$\$/hr 2.50%</b>
V	Packaging Operator I	\$ 24.32	\$ 24.93	\$ 25.55	\$ 26.19
V	Part/Supply Room Lead	\$ 24.32	\$ 24.93	\$ 25.55	\$ 26.19
V	Co Product Line Op	\$ 22.84	\$ 23.41	\$ 24.00	\$ 24.60
V	Fryer Operators	\$ 22.84	\$ 23.41	\$ 24.00	\$ 24.60
IV	ADR Operator	\$ 22.45	\$ 23.01	\$ 23.59	\$ 24.18
V	QA Micro	\$ 21.38	\$ 21.91	\$ 22.46	\$ 23.02
V	QA Micro Clerk	\$ 21.38	\$ 21.91	\$ 22.46	\$ 23.02
V	Lift Truck Operator I	\$ 21.36	\$ 21.89	\$ 22.44	\$ 23.00
IV	Packaging Operator II	\$ 21.36	\$ 21.89	\$ 22.44	\$ 23.00
IV	Cutter Operator	\$ 21.36	\$ 21.89	\$ 22.44	\$ 23.00
V	Raw Receiving Lead	\$ 21.36	\$ 21.89	\$ 22.44	\$ 23.00
V	QA Lead	\$ 20.65	\$ 21.17	\$ 21.70	\$ 22.24
III	Lift Truck Operator II	\$ 19.87	\$ 20.37	\$ 20.88	\$ 21.40
III	Batter Attendant	\$ 19.87	\$ 20.37	\$ 20.88	\$ 21.40
III	Receiving Operators	\$ 19.87	\$ 20.37	\$ 20.88	\$ 21.40
III	Flumers	\$ 19.87	\$ 20.37	\$ 20.88	\$ 21.40
III	Grounds Keeper	\$ 19.87	\$ 20.37	\$ 20.88	\$ 21.40
III	QA Raw	\$ 19.23	\$ 19.71	\$ 20.20	\$ 20.71
III	QA Tech I	\$ 19.23	\$ 19.71	\$ 20.20	\$ 20.71

<b>Job Level</b>	<b>Job Description</b>	<b>Current Rate \$\$/hr</b>	<b>Effective 16-Mar-14 \$\$/hr 2.50%</b>	<b>Effective 17-Mar-15 \$\$/hr 2.50%</b>	<b>Effective 18-Mar-16 \$\$/hr 2.50%</b>
III	Parts/Supply Room I	\$ 18.45	\$ 18.91	\$ 19.38	\$ 19.86
II	Manifestor	\$ 18.45	\$ 18.91	\$ 19.38	\$ 19.86
II	QA Tech II	\$ 17.85	\$ 18.30	\$ 18.76	\$ 19.23
II	Sanitation I	\$ 17.62	\$ 18.06	\$ 18.51	\$ 18.97
II	Pack Utility	\$ 17.62	\$ 18.06	\$ 18.51	\$ 18.97
V	General Labour Mentor	\$ 17.62	\$ 18.06	\$ 18.51	\$ 18.97
II	Parts/Supply Room II	\$ 17.18	\$ 17.61	\$ 18.05	\$ 18.50
I	Janitor	\$ 16.33	\$ 16.74	\$ 17.16	\$ 17.59
I	Sanitation II	\$ 16.33	\$ 16.74	\$ 17.16	\$ 17.59
I	General Labour	\$ 15.92	\$ 16.32	\$ 16.73	\$ 17.15
I	Trim & Inspect	\$ 15.92	\$ 16.32	\$ 16.73	\$ 17.15

Line Mechanic 1, Line Mechanic Lead, without Millwright ticket, (+.75/hr) at 24 Months Job Seniority

Line Mechanic 1, Line Mechanic Lead, without Millwright ticket, with other accepted Technical Ticket (+.75/hr)

The Company shall designate one Power Engineer per shift of operations to serve as Shift Engineer. This designated Power Engineer will receive an additional One dollar (\$1.00) per hour.

## LETTER OF UNDERSTANDING # 1

### Overtime Distribution Procedure:

For the purpose of efficiently distributing overtime and to reduce situations of directed overtime both parties encourage all employees to designate their overtime preferences on the Volunteer List.

It is agreed that the Company will continue to utilize a sign up Volunteer List for employee wishing to volunteer to work overtime. It was also agreed that the Company would allow employees to add or remove their names from the Volunteer List at any time prior to being notified of available overtime. Once notified of available overtime those hours will be considered as regularly scheduled hours. In addition, it was also agreed that the Company would continue to attempt to fill the requirements for overtime by first selecting a qualified employee from the volunteer list if a qualified employee has volunteered to work.

All qualified employees may sign up on the volunteer list by work group. A work group will consist of a grouping of similar job classifications:

- Operator work group will include Process Operators, ADR Operators, Co-product Line Operators, Fryer Operators and Cutter Operators
- Lift Truck work group will include Warehouse Lead, Lift Truck Operators I and Lift Truck Operators II
- QA work group will include QA Tech I, QA Tech II, QA Dispo and QA Clerk
- Packaging work group will include Packaging Operator I, Packaging Operator II and Packaging Utility
- Sanitation work group will include Sanitation Leader, Sanitation I and Sanitation II
- Receiver/Flumer work group will include Receiving Operators and Flumers
- General Labour work group will include General Labourers, Trim & Inspect, General Labour Mentors and Janitors.
- Parts/Supply room group will include Parts/Supply Room Lead, Parts/Supply Room I and Parts/Supply Room II

When volunteering, it is understood that the work may involve but is not limited to being held over, coming in early, or working your day off.

Voluntary overtime work will be offered first, by seniority, to qualified employees on the volunteer list in the following sequence:

1. Qualified incumbents in the work group on the shift where the coverage is required that have signed the Volunteer List to work their day off.
2. Qualified employees on the shift where the coverage is required that have signed the Volunteer List to work their day off.

3. Qualified incumbents in the work group that have signed the Volunteer List to hold over or come in early for the shift where the coverage is required.
4. Qualified employees that have signed the Volunteer List to hold over or come in early for the shift where the coverage is required.

An employee will not be eligible to be offered volunteer overtime in a job classification more than once a week unless all other qualified employees on the Volunteer List have been offered the available overtime.

In the event there are no qualified employees on the volunteer list the Company shall offer the work to incumbent employees in the work group and those currently receiving incentive pay for the job classification where the work is required in order of seniority.

Overtime will be offered at the time the schedule for the next two-week production turn is being prepared, or when the overtime requirement is determined. Overtime will be filled in the manner described in the previous paragraph until a volunteer is found.

In the event that no volunteer is found the Company shall direct an employee to work. When directing overtime the Company shall first direct the least senior qualified employee from the incumbents in the work group and those employees currently receiving incentive pay for the job classification for which the overtime is required.

Once all incumbents in the work group and those employees currently receiving incentive pay for the job classification for which the overtime is required have worked overtime at least once during the week the Company shall direct the least senior employee qualified in the job classification.

An employee will not be directed to work overtime in a job classification more than once a week unless all other incumbents in the work group and those employees qualified in the job classification on the shift affected have worked overtime that week.

Under the circumstances that an employee is directed to work, and such employee is able to find a co-worker who will volunteer to work in the directed employee's place, the co-worker can retrospectively add their name to the volunteer list in order to work.

It is understood that employees who are selected from the Volunteer List to work overtime shall be paid the hourly rate for the job classification in which they work during the overtime. This shall include employees who retrospectively add their names to the overtime list. Employees who are directed to work overtime and who do not have their name on the Volunteer List shall be paid the rate of pay for the classification being worked in the overtime or their regular rate of pay, whichever is greater.

This Letter of Understanding will remain in effect until the parties mutually agree to its elimination or modification.

**LETTER OF UNDERSTANDING # 1**

**Signed this 16<sup>th</sup> of October, 2014**

FOR THE COMPANY  
CONAGRA LIMITED  
LAMB-WESTON DIVISION

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David Duske

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Cindy Fauth

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Scott Wojtowicz

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Steve Kempe

FOR THE UNION  
UNITED STEELWORKERS  
LOCAL 1-207

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Keith Turcotte

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Ray White

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Russ Luke

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Todd Debona

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Pete Pedersen

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Christian Eusebio

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Robert Robinson

## LETTER OF UNDERSTANDING #2

The parties have agreed to the following in regards to relief employees.

### Relief Employees:

Relief employment status will only be utilized for regular employees who elect (and with Company approval) change their status to Relief as a result of no longer being interested in full time employment based on the days of the week, the number of hours per day, and/or the shifts they are available to work.

Following the ratification of this Agreement, the currently classified Relief Employees may remain as Relief until they are separated from the Company.

Relief employees may be utilized throughout the year to fill vacancies resulting from vacations, approved leaves of absences, short term illness or injury, additional workloads and to relieve regular employee's day(s) off. Relief employees would not normally be scheduled for more than twenty-four (24) hours per week unless the other employees in the impacted department are scheduled for forty (40) hours in the workweek.

Relief employees are not placed in supervisory or lead roles. Further, while they may offer coverage in jobs so as to allow for training, Relief employees do not engage in training activities other than in an ancillary support role.

Relief employees will generally fill the lowest level job that allows for those business needs to be met.

Relief employees are eligible for overtime only when no other qualified regular employee has signed the volunteer list. Overtime will be offered to incumbents on shift prior to offers being made to relief employees.

Regular employees who elect to change their status to Relief must request such a change in advance of their resignation. The Company will review the request and advise the employee of their decision prior to the resignation.

All relief employees shall be laid off before regular employees are laid off in accordance with Article 9.07.

Relief employees may be laid off or terminated at any time, based on the needs of the Company, and will have no seniority rights. A relief employee may apply for regular fulltime employment provided they remove any restrictions to the days of the week, the number of hours per day and the shift they are available to work. Any offer of regular fulltime employment will be at the Company's discretion. In such cases, he or she shall be credited with all time worked as a relief employee since the last date of hire up to a maximum of three hundred and sixty (360) hours. Such credited time will apply toward the completion of the probationary period. Once the probationary period is completed the employee shall be granted seniority. His or her seniority shall date back to the date he or she was offered regular fulltime employment.



Relief employees, including those regular employees who have been rehired into Relief status, shall not be entitled to the provisions of Articles 8.06, Article 9, Article 11.02, 11.03 and 11.04, Article 13, Article 14, Article 15, Article 16, Article 19.07 except that:

1. Relief employees shall be paid vacation pay in compliance with Alberta Employment Standards Code. The vacation pay will be paid on the last payroll of each year or upon termination of employment.
2. In order to qualify to receive General Holiday pay for the General Holidays listed in Article 15.01 the relief employee must meet the eligibility requirements for General Holiday pay under the Alberta Employment standards, including those outlined for employees who work an irregular schedule.
3. Relief employees are required to wear Company approved slip resistant, safety toed footwear. The Company will provide approved safety footwear, or reimburse up to \$130.00 per pair for approved safety footwear. Relief employees are required to provide a receipt for reimbursement of the purchase of Company approved safety footwear. Safety footwear will be replaced when deemed unserviceable by the Company as the result of normal wear and tear. Relief employees who require more than the normal issuance of safety footwear will be subject to disciplinary action. Relief employees are required to sign a payroll deduction allowing for reimbursement in the amount of \$60.00 upon termination for safety footwear purchased or provide within the previous one hundred and eighty (180) calendar days.
4. All relief employees are required to wear CSA approved safety glasses according to the Company Eye Protection Policy. The Company will provide CSA approved safety glasses. Employees who wear prescription safety glasses will be issued “over the glasses” style CSA approved safety glasses.

**Signed this 16<sup>th</sup> of October, 2014**

FOR THE COMPANY  
CONAGRA LIMITED  
LAMB-WESTON DIVISION

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David Duske

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Cindy Fauth

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Scott Wojtowicz

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