

COLLECTIVE AGREEMENT

BETWEEN

OLYMEL S.E.C. / L.P.

AND

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

February 1st, **2020** – January 31st, **2027**

INDEX		
Article	Description	Page
1	General	2
2	Bargaining Agency	2
3	Management	5
4	Non-Discrimination / Harassment	5
5	Wages	6
6	Thirty-Seven Hour Guarantee	9
7	Hours of Work and Overtime	11
8	Statutory Holidays	21
9	Seniority	24
10	Vacations	33
11	Grievance Procedures	37
12	Safety and Health	41
13	Separation Allowance	47
14	Work Methods	50
15	Contracting Out	52
16	Part-Time Employees	53
17	Leave of Absence	54
18	General	61
19	Benefits	65
20	<i>Union Security</i>	74
21	Duration of Agreement	78
	Appendix A-J	81
	Letters of Understanding	105
	<i>Letter of Agreement</i>	108

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Alphabetical Index		
Description	Article	Page
Alberta Health Care	19.08	70
Bargaining Agency	2	2
Benefits	19	65
Change in Working Methods	14.01	50
Co-operation of Safety	12.01	41
Compliance with Health and Safety Legislation	12.06	43
Compressed Work Week of Ten (10) Hour Shifts	7.11 (d)	18
Continental Work Week	7.11 (c)	18
Continuation of Premiums	19.15	74
Contracting Out	15	52
Dental Plan	19.11	71
Disclosure of Information	12.07	43
<i>Domestic Violence Leave</i>	17.09	58
Duration of Agreement	21	78
Employee Assistance Plan	19.14	73
Employee's Documentation - Sick Leave or WCB - Appendix D	Appendix D	90
Establishing Rates for New Jobs	14.01 (g)	51
Extended Health	19.09	70
<i>Family Responsibility Leave</i>	17.10	59
Foreign Recruitment Initiative - Appendix H	Appendix H	99
Foreign Worker's Program and English as a Second Language Under the Provincial Nominee Program - Appendix G	Appendix G	98
General	1	2
General	18	61
Grievance Committee	11.09	40
Grievance Procedures	11	37

Group Life and AD & D	19.07	70
Health and Safety Clothing, Tools, and Equipment	12.04	42
Health and Safety Committee Pay Provisions	12.03	42
Health and Safety Grievance	12.13	45
Health and Safety of Union Members During the COVID-19 Global Pandemic - Letter of Understanding #2	LOU#2	106
Hours of Work and Overtime	7	11
Jobs and Job Levels - Appendix A	Appendix A	81
Jury Duty	17.11	60
Lead Hand and Trainers - Appendix C	Appendix C	88
Leave of Absence	17	54
Long Term Disability	19.10	71
Maintenance Apprenticeship Program - Appendix E	Appendix E	91
Maintenance Helper Advanced - Letter of Understanding #1	LOU#1	105
Maintenance Wage Survey - Appendix I	Appendix I	102
Management	3	5
Maternity Leave	17.05	55
Modified Duty Placement Article 12.14 - Appendix F	Appendix F	98
Modified Work	12.14	45
Non-Discrimination / Harassment	4	5
Parental Leave	17.06	56
Part-Time Employees	16	53
Pension	19.12	72
Pension and Benefits Advisory Committee	19.01 (e)	66
Political Service Leave	17.07	57
Proper Training	12.11	45
Rate of Pay - Appendix B	Appendix B	84

Rights to Refuse and No Disciplinary Action	12.10	44
Safety and Health	12	41
Safety and Health Records	12.08	43
Seniority	9	24
Separation Allowance	13	47
Sickness Surrounding Stat Holiday	8.05	24
Special Early Retirement Benefit	19.13	73
Statutory Holidays	8	21
Suspensions - Appendix J	Appendix J	104
Temporary Annual Seniority Bonus - Letter of Agreement #1	LOA#1	108
Thirty-Seven Hour Guarantee	6	9
Time Off for Health and Safety Training	12.09	44
Transportation of Accident Victims	12.12	45
Union Security	20	74
Union-Company Health and Safety Committee	12.02	41
Utility Boners	Appendix A	83
Utility Maintenance	Appendix A	83
Vacations	10	33
Verbal Warnings on Employee's Disciplinary Records	Appendix J	104
Wages	5	6
Walking Stewards	20.07	77
Weekly Indemnity	19.05	67
Work Methods	14	50
Work Time Studies	12.01	41

AGREEMENT

THIS AGREEMENT made and concluded at Red Deer, Alberta this **9th** day of ***January, 2021.***

BETWEEN:

OLYMEL S.E.C. / L.P.
(hereinafter referred to as the “Company”)

OF THE FIRST PART

AND:

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

OF THE SECOND PART

WITNESSETH:

OLYMEL S.E.C. / L.P.

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

Article 1 – General

One of the main purposes of this Agreement is to maintain in full force and effect a harmonious relationship between the Management and the employees. To that end, the parties agree to act reasonably, with dignity and respect, in the interpretation and the application of the Collective Agreement as a whole, as no business can progress or prosper unless a mutual feeling of respect and confidence exists between the Management and the Union.

Article 2 – Bargaining Agency

2.01 The Company or anyone authorized to act for it recognizes the Union as the sole collective bargaining agency as certified by the Labour Relations Board for the Province of Alberta, for its employees covered by this Agreement and hereby consents and agrees to negotiate with the Union, or any Committee thereof in any and all matters affecting the relationship between the said **Company** and employees set forth in this Agreement, who are members of the Union and who become members of the Union, which is chartered by the United Food and Commercial Workers **Canada** Union, Local **No. 401**, looking towards a peaceful and amicable settlement of any differences that may arise between the Company and the Union.

The Company agrees to provide all information required by the Union as per the actual practice, including social insurance number for tracking mode electronically.

2.02 (a) The Company agrees to retain in its employ, within the bargaining unit as outlined in Section 2.01 of this Agreement, only members of the Union in good standing.

- (b) The Company agrees to provide each new employee at the time of employment with a form letter outlining to the new employee **their** responsibility in regard to Union Membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire, the contents of the letter to be such that it is acceptable to the Company. The Company further agrees to provide the Union, once a month, with a list containing names of all employees who have terminated their employment during the previous month. The Union is responsible for supplying the form letter to the Company.

- (c) The Company will provide to the Union upon ratification all previously changed Social Insurance Numbers. The Company agrees to provide to the Union every six (6) months, changed Social Insurance Numbers, subject to compliance with privacy legislation.

2.03

- (a) The **Company** agrees to deduct from the wages of each employee, upon proper authorization from the employee affected such initiation fees, **assessments, and Union dues** as authorized by the Union. ***The parties agree that should the Union require a dues structure that creates a new administrative process for the Company, the parties will meet to discuss and resolve.***

Monies deducted during any month shall be forwarded by the Company to the Union not later than the fifteenth (15th) day of the following month, and accompanied by a written statement

of the names of the employees for whom the deductions were made, total hours for each week, and the amount of each deduction separated by dues and other assessments. Dues checkoffs are to be submitted on a four (4) or five (5) week accounting period.

The above dues and initiation fees shall be submitted electronically in a manner acceptable to both parties.

- (b) The Company will procure from each new and probationary employee, the necessary membership applications and membership in the Union will be granted within the above mentioned thirty (30) day period.
- (c) Money deducted from any pay period shall be forwarded by the Company to the Secretary-Treasurer of the Union not later than two (2) weeks from the date the dues are deducted, and accompanied by a printed statement of the names of the employees for whom the deductions are made.
- (d) ***Every three (3) months, the Company shall meet with the Union to ensure that the Union dues, initiation fees, and any other assessments are being deducted and remitted properly and correctly.***

The Union will provide the required changes and the Company will apply them. If the Company has made errors or omissions, they shall correct the situation and fully compensate the Union as necessary.

Article 3 – Management

It is agreed that the Company retains all of the customary and ordinary functions of Management except as they are expressly restricted by the terms of this Agreement. Moreover, the parties acknowledge that from time to time, they have reached agreement on employment matters that do not form a part of the Collective Agreement. Management has the right to amend, vary, or establish rules and procedures provided that they are established in accordance with the terms of the Collective Agreement.

Article 4 – Non-Discrimination / Harassment

- 4.01 Provisions of this Agreement apply to all employees in the bargaining unit.
- 4.02 The Company agrees that there will be no discrimination, ***intimidation, retaliation,*** or harassment to any employee. ***The Company recognizes the need to hire, maintain and promote Managerial officials who recognize the importance of dignity and respect in the workplace.***
- 4.03** ***The Company agrees to adhere to*** the Canadian and/or Alberta Human Rights Legislation.
- 4.04** ***The Company recognizes the vital role that employees play in the success of the business. The Company agrees that all employees should be treated with fairness, dignity, and respect in all circumstances.***

Article 5 – Wages

5.01 Jobs, job levels, and rates of pay are attached in Appendix A and B.

5.02 When a qualified employee is required temporarily to fill a higher rated job, **they** shall receive the higher rate while doing so, but if required temporarily to fill a lower rate job **they** shall receive **their** higher rate. A qualified employee working fifty (50%) percent or more of this time on the highest rated job shall be paid that rate.

For the purposes of this section, the fifty (50%) percent calculation is done on a daily basis. If a Statutory Holiday falls at the end of or in the middle of a period when an employee is temporarily performing a higher rated job, the employee will be paid for the Statutory Holiday at the higher rated job.

5.03 (a) Employees shall receive the applicable job rates provided for in the wage schedule for the job or jobs they perform when they become qualified.

(b) The word “qualified” as used in this Agreement shall be interpreted to mean ability to regularly perform the job without instruction or assistance. Except by agreement with the Union, the period of qualifying shall not exceed four (4) weeks for jobs at level 2 or lower and six (6) weeks for jobs at level 2.5 and up, after which the rate shall be paid.

(c) Instruction or assistance in training any employee may be given by a supervisory officer of the Company or by an employee designated by the Plant Superintendent or Department Supervisor or

Lead Hands. Where an employee is designated to give training, **they** shall receive thirty-five (\$0.35) cents per hour above **their** rate, or the rate of the job **they are** training, whichever is greater, for the period of time that **they are** giving training to an employee.

- 5.04 (a) If, due to lack of work, an employee is transferred for a period of less than twelve (12) weeks to work where the job rate is lower, **they** shall retain **their** regular job rate while so doing. At the expiration of twelve (12) weeks, the lower job rate shall prevail. The twelve (12) week period shall be extended one (1) day for each day the employee is required to return temporarily to **their** previous higher rated work. However, should the employee be returned temporarily to **their** former job for a period of three (3) consecutive weeks or more, the twelve (12) week period will recommence from the day **they** again return to a lower rated job. An employee who has used both bids for the calendar year shall have one bid returned to them if their last owned job is deleted.
- (b) If an employee is transferred to a lower rated job on a job posting or at the employee's request, then the lower rate of pay shall apply immediately.
- 5.05 (a) An off shift premium of fifty-five (\$0.55) cents per hour will be paid for all hours worked between 4:00 p.m. and 6:00 a.m.
- (b) A continental premium of one dollar and **fifty (\$1.50)** cents per hour for employees regularly

scheduled to work **a complete shift** on the weekend.

- (c) First Aid Premium. One First-Aid attendant for every **one hundred** (100) employees; premium of twenty-five (\$0.25) cents per hour; to be chosen by the Health and Safety Committee.

5.06

- (a) The Company shall show on the pay **stub** of each employee the hours worked regularly, those at time and one-half (**1 ½ X**) and those at double (**2X**) time, the employee's rate and total monies earned for each pay period along with a complete list of all deductions made by the Company.

- (b) ***The Company will issue a manual cheque for any company-caused pay error of an amount greater than fifty (\$50.00) dollars.***

5.07

An employee injured while working in the plant shall suffer no loss of earnings for the balance of hours in the scheduled shift in which the accident occurs if, as a result of such injury, **they are** sent home or to the hospital or for medical attention on instructions from the medical department; but, if such is not possible, then by a Company representative. The Company agrees to provide transportation for medical treatment to employees as a result of a serious accident. The Company agrees that the intent of this clause would mean a ride to and from the hospital by ambulance or taxi. In the event the employee chooses to go directly home from the hospital, the Company agrees to reimburse, upon presentation of a valid receipt, an amount up to the cost of transporting the employee.

- 5.08 Attached to this Agreement shall be a wage schedule covering all employees in the bargaining unit.
- 5.09 Employees working in the plant performing a job that requires them to work for more than one (1) continuous hour in temperatures below two (2) degrees Celsius shall receive a premium of thirty (\$0.30) cents per hour for all hours so worked.
- 5.10 *A fifty (\$0.50) cents per hour premium is paid to Reach Operators for all hours worked.***
- 5.11** The Union shall be notified by Management regarding the rate of pay and place of employment of each new employee.
- 5.12** The Company shall reimburse the employees for the renewal of all necessary licenses required in the performance of their duties.

Article 6 – Thirty-Seven Hour Guarantee

The Company agrees to guarantee ***an average of seventy-four (74) hours of work spread over two (2) weeks in the same pay period*** or pay in lieu of, except in the case of power failures or major equipment breakdowns over two (2) hours or in the case of any kind of epidemic. In which case, the minimum guarantee shall be ***an average of sixty-eight (68) hours of work spread over two (2) weeks in the same period*** or pay in lieu of work exclusive of overtime and night shift premium, except as herein provided.

If the pork industry is affected by an epidemic, the Company and the Union will meet to discuss and implement ways to maximize the work hours in the plant.

- 6.01 An employee who is absent from work for all personal reasons on any day that **their** department works, shall have **their** guarantee for the week concerned reduced by the number of hours missed by such absence.
- 6.02 An employee who is excused from work for part of a day, for any personal reason, shall have **their** guarantee reduced for the week concerned by the number of hours of work that **they** missed by such absence.
- 6.03 An employee who starts after the first **day** of the payroll week shall be guaranteed for such starting week, that fraction of the guarantee, which the number of hours remaining of the payroll week is of forty (40) hours.
- 6.04 Employees with seniority on layoff notice shall be entitled to their guaranteed payment for the week in which notice is given. Should notice extend into subsequent week, then the employees shall be entitled to their guaranteed hours of pay for each day of their notice period.
- 6.05 When it is apparent that a department is going to work less than the guaranteed hours in any one (1) week, it is permissible to use all of the employees of the department on other work in order to avoid the guaranteed time penalty, reasonable consideration being given to change in working conditions, ability, and seniority.
- 6.06 The guarantee shall be the same in the holiday week as all others. Pay received for Statutory Holidays (or off shift days in lieu of Statutory Holidays) shall be considered as earnings for the purpose of calculating the guarantee.
- 6.07 In order to meet the demands of the business, the Company may hire part-time workers excluded from the

provisions of this Article for work of twenty-four (24) hours or less in a payroll week, provided the Union is notified when the employees are hired. Such part-time workers will be the first employees subject to lay off in the event of a layoff occurring in the plant.

- 6.08 In circumstances where hours of work are being reduced to the minimum guarantee, the Company shall endeavour to ensure that employees with the greatest seniority are the last to have their hours reduced to the minimum and first to have their hours increased.

Article 7 – Hours of Work and Overtime

- 7.01 (a) The Company intends to operate a normal workday schedule of eight (8) hours and a normal work week schedule of forty (40) hours Monday through Friday.
- (b) The schedule of hours is to be posted and a copy given to the Chief Shop Steward. When the schedule is changed temporarily, the Company will notify the Chief Shop Steward twenty-four (24) hours prior to the change taking place. When the schedule is changed on a permanent basis, the Company will notify the Chief Shop Steward five (5) working days prior to the change taking place.
- (c) Any new shifts, which may or may not include Saturday or Sunday, must be agreed upon by both parties.
- 7.02 The schedule of hours referred to in Section 7.01 shall be regular schedules providing for regular steady shifts, not swing shifts. Swing shifts shall apply only by a mutual

agreement with the Union Committee and the Management.

7.03 In compliance with Section 7.02, it is understood and agreed by both parties to this Agreement that the creation of steady shifts will not interfere with the efficiency of department or plant operations.

7.04 (a) All time worked before or after the above schedule of hours shall be paid for at one and one-half (1½ X) time the employee's regular rate of pay. If by necessity, an hourly rated employee is required to work in excess of eleven (11) continuous hours, **they** shall be paid double (2X) time for such additional hours.

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

The method to be used to select employees to work any necessary overtime will be **done by those employees currently on shift within the same** department, on a voluntary basis by seniority, but in the event the number required is not obtained by this method, it will be mandatory for employees in the reverse of seniority order.

Overtime not attached to an employee's regular shift and/or on weekends shall be done by plant-wide seniority.

Mandatory overtime will be limited to two (2) hours per day and eight (8) hours per week for each employee. Employees who have notified the Company of medical or dental appointments prior to the start of their shift shall be excused from the above.

Notwithstanding the above, the Company will be able to work up to **six (6)** Saturdays on mandatory overtime and such Saturdays will be paid at **the applicable overtime rate**.

These **six (6)** Saturdays will not be worked during long weekends and shall **not be required more than once per calendar month**.

The Company will consult with the **Union** in determining which Saturdays are to be worked and will provide the longest possible notice, but never less than two (2) weeks prior to such Saturdays being worked.

- (c) When overtime is necessary, the Union Steward of the department concerned shall be notified. The employee posted on the job for which overtime is required shall have the first option of working the overtime. In the event this employee does not wish to work the overtime, the Supervisor will then canvass the other employees within the department as to their individual wishes. This canvass is to be conducted in the order of senior qualified person, to junior qualified person.

If any qualified person is inadvertently missed in this rotation, **they** shall be offered the opportunity to

work an amount of overtime equal to the amount that was missed.

In the event the necessary number of employees is not obtained within the department, the Company may draw employees from other departments in the plant on the basis of senior qualified employee available at the time overtime is requested.

Where overtime on off shifts is required, the Company shall discuss the matter with the Chief Steward and make the call-ins.

- (d) The Company will not offer the overtime to employees absent for Statutory Holidays and vacation.
- (e) Banking of overtime:
 1. Employees must advise the Company in writing prior to January 1st and July 1st if they elect to bank overtime instead of being paid for it; such election to be binding for the next six (6) months period and thereafter unless changed prior to the next election date.
 2. Overtime hours shall be banked in dollars at the rate the employee was receiving at the time the overtime was worked.
 3. The maximum amount which can be banked at any one time shall be forty (40) times the employee's regular rate of pay.

4. An employee desiring to take time off under this provision shall give the Company two (2) weeks written notice. A sincere effort will be made to grant time off when requested by the employee; provided that such request does not interfere with the requirements of the business or with other employees' vacation choices.
5. Banked time may be taken off only in increments of four (4) hours.
6. Pay for time off shall be included in the employee's regular payroll cheque at the employee's current regular rate of pay and the amount paid shall be deducted from their overtime bank.
7. Upon two (2) weeks' notice, the employee may request to be paid out all money in their overtime bank, to be included in their next payroll cheque. Employees who make this request are not eligible to bank hours until the next election date (January 1st or July 1st).

- 7.05
- (a) Overtime rates of one and one-half (1½ X) times the regular hourly rates shall be paid for any time worked in excess of the scheduled hours as agreed to in this Article, up to three (3) hours in any one day and double (2X) time thereafter.
 - (b) Double (2X) the regular hourly rates shall be paid for to all employees for work performed on Sunday, except where the work regularly falls on Sunday, in which latter case the employee shall be paid double

(2X) the regular hourly rate if **they** work on **their** day off in lieu of Sunday.

- (c) One and one-half (1½ X) times, the employees regular rate shall be paid for the first four (4) hours of work performed on a Saturday and double (2X) time thereafter.
- (d) Notwithstanding the above, employees whose regular schedule calls for work on calendar Saturdays or Sundays mentioned in this Agreement, shall be paid at straight time for such scheduled hours.

7.06 Employees, when they report for work, shall be guaranteed at least four (4) hours pay for that day at their regular job rate. Under this provision, workers shall not leave of their own accord when work is available. For work performed on Saturdays, Sundays, or Statutory Holidays, the employee shall receive at least the guaranteed four (4) hours pay for that day at the applicable overtime rate.

7.07 (a) Any hourly rated employee who, after leaving the Company's premises, is specially called in at any time outside **their** normal working hours shall be through when the emergency is over, but shall nevertheless be paid a minimum of four (4) hours pay at the applicable overtime rates.

(b) ***Employees assigned the "on call" pager or phone shall be compensated four (4) hours per day for each day assigned.***

7.08 Employees shall not be required, except in cases of emergency, to work more than five (5) hours without the

first meal period and five (5) hours without the second meal period. The second meal period shall be one-half ($\frac{1}{2}$) hour on Company time and the meal shall be supplied free of charge by the Company. If due to circumstances the Company does not provide a meal, a cash equivalent will be added to **their** gross earnings for that fiscal week. The meal allowance referred to will be ten (\$10.00) dollars.

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

7.10 (a) Continuous shift operations shall be given forty-eight (48) hours notice of change of shifts except in an emergency. Employees who because of an emergency are required to change shifts, shall be paid the applicable overtime rate until the expiration of the forty-eight (48) hours notice.

(b) Single shift employees shall be given twenty-four (24) hours notice of change of shift except in an emergency. Employees who because of an emergency are required to change shift, shall be paid the applicable overtime rates until the expiration of the twenty-four (24) hours notice. The Union will waive the shift change notice at the worker's request, the worker shall sign a waiver notice.

7.11

- (a) For the purpose of dealing with changes in job starting times, shifts will be defined as follows:

	Start	End
Day shift	5:00 AM - 8:00 AM	2:00 PM - 5:00 PM
Afternoon shift	2:00 PM - 4:00 PM	10:30 PM - 12:30 AM
Night shift	10:30 PM - 12:30 AM	5:00 AM - 7:00 AM

A job will belong to the shift within which the majority of its regular hours fall.

- (b) When a job's starting time is changed, the employees in the department who work on the shift in which the job originally belonged will be canvassed in order of seniority to determine who will work at the new starting time.

Should a senior employee accept the new starting time, the process will be repeated until all starting times on that shift have been assigned.

- (c) Continental Work Week

The Company and the Union agree that the continental work week is for all new employees hired after March 11th, 1989, in the shipping and maintenance department.

Continental work week means an employee may work any five (5) consecutive days with two (2) consecutive days off.

- (d) Compressed Work Week of Ten (10) Hour Shifts

1. Article 7.05 (a) will not apply.

2. If an employee is requested to work on **their** first two (2) days off, overtime will be paid at one and one-half (1½ X) time for the first four (4) hours and double (2X) time thereafter.

If an employee is requested to work on **their** third (3rd) day off, overtime will be paid at two (2X) times for all hours worked.

3. Employees will be paid double (2X) time for all hours worked on a Statutory Holiday in addition to the ten (10) hours for the Statutory Holiday.
4. **Section 17.14** – substitute ten (10) hours for eight (8) hours and the balance of the article remains the same.
5. Article 19.01 remains the same.
6. Breaks will be **two** (2) X **fifteen** (15) and **one** (1) X **ten** (10) minutes paid breaks and **one** (1) unpaid **thirty** (30) minutes meal break.
7. An employee who is absent from work and receiving benefits for reason of sickness compensable or non-compensable accident, during the period in which a recognized paid Statutory Holiday occurs, shall receive the difference between **their** compensation or weekly indemnity pay and **their** regular rate of pay with limitation as defined in the Weekly Indemnity Plan.

When a recognized Statutory Holiday falls during the three (3) day waiting period for weekly indemnity benefits, an employee eligible for these benefits shall be paid ten (10) hours pay at **their** regular rate of pay for each such Statutory Holiday.

Any items missed will be subject to negotiations between the Union and the Company.

- 7.12 (a) A twenty (20) minutes paid rest period will be given midway before lunch and a fifteen (15) minutes paid rest period will be given midway after lunch provided that each work period is of not more than two and one-half (2½) hours. It is mutually agreed that rest periods will not be abused.

It is agreed that except in cases of personal necessity, employees shall not ask for additional time off during the day. The Union agrees to cooperate with the Company in its effort to curtail abuse of “personal necessity” breaks. Individuals who ***have been excused from their workplace for personal necessity shall attend to the necessity and immediately return to their work station.***

- (b) During the term of Agreement, if the Company implements new HACCP procedures that would reduce the starting time, rest periods, and the end of the shift, the Company agrees to meet the **Union** and discuss the matter, subject to the Union’s right to file a grievance according to Article 11 of the Agreement.

- 7.13 The Company and the Union agree that in the event of a work shortage, ways and means will be discussed in an attempt to shorten the working hours of the week, in preference to laying off employees.
- 7.14 When other than emergency overtime is to be worked, every reasonable effort will be made to rehire employees who may be laid off status in the department where overtime is to be worked.
- 7.15 Whenever an employee performs work outside **their** regular schedule, **they** need not be required to take time off to bring **their** hours down to the normal working week.
- 7.16 All time will be paid by increments of five (5) minutes.
- 7.17 The Company and the Union will review and investigate alternate shifts and hours of work to maximize the plant's efficiency.

Article 8 – Statutory Holidays

- 8.01 (a) Nine (9) Statutory Holidays shall be recognized. A regular employee, who has earnings on the payroll in the week containing the holiday, shall receive eight (8) hours pay at **their** job rate. If an employee works on any such holiday or in the case of off-shift the day in lieu of, **they** shall receive in addition, pay for hours actually worked on the holiday (or day substituted), at two (2X) times **their** job rate.

The Statutory Holidays to be recognized are:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
First Monday in August	

- (b) Employees absent on the regularly scheduled work days preceding or next following any public holiday, shall not be entitled to pay for such holiday unless the absentee received permission from the Company to be absent or was absent because of sickness or for other good cause arising from circumstances beyond **their** control. The Company will advise the Union in writing of such deductions.

Effective immediately, all employees that are absent the day before or the day after a Statutory Holiday, must produce a doctor's certificate for the day of absence. Failure to provide this to payroll office will result in no pay for the Statutory Holiday. This applies to absences due to sickness only.

- (c) An employee with more than one (1) year of seniority shall be entitled to two (2) floater holidays per calendar year, to be scheduled by mutual agreement between the employee and the Company. ***The parties have agreed that the two (2) floating Statutory Holidays are in recognition of Family Day and Remembrance Day.***
- (d) The Company agrees to allow employees Remembrance Day as a floating ***Statutory Holiday*** if requested, ***subject to*** production needs.

- (e) ***Employees required to work a general holiday shall be paid at the applicable rate for all hours worked on such holiday and receive one (1) day off with pay in lieu of the named holiday within thirty (30) days after the named holiday by mutual agreement between the employee and the Company. In lieu of this provision, the Company and employee may agree that the employee will receive an additional day's pay.***

8.02 Employees will be entitled to the holiday if the Federal or Provincial Governments proclaim some other day to be generally observed. Hourly employees required to work on any such holiday or in the case of off shift the day in lieu of shall receive eight (8) hours pay at ***their*** job rate, ***they*** shall receive additional pay to hours actually worked on the holiday (or day substituted), at ***two*** (2X) ***times their*** job rate. If such day is in substitution for a holiday hereinafter specified, the penalty rate shall not apply to both days. If a paid Statutory Holiday falls on a Saturday, the Friday prior to the Saturday shall be observed as the holiday. If a paid Statutory Holiday falls on a Sunday, the Monday immediately following the Sunday shall be observed as the holiday.

8.03 Any employee having fifteen (15) days accumulated service with the Company, who is laid off prior to a recognized holiday in the same payroll week in which such holiday occurs, shall be entitled to receive pay for such holiday.

8.04 An employee who is absent from work and receiving benefits for reason of sickness compensable or non-compensable accident, during the period in which a recognized paid Statutory Holiday occurs, shall receive the

difference between **their** compensation or weekly indemnity pay and **their** regular rate of pay with limitation as defined in the Weekly Indemnity Plan.

When a recognized Statutory Holiday falls during the three (3) day waiting period for weekly indemnity benefits, an employee eligible for these benefits shall be paid eight (8) hours pay at **their** regular rate of pay for each such Statutory Holiday.

8.05 Sickness Surrounding Statutory Holiday

If an employee works less than one-half ($\frac{1}{2}$) their regular shift the day before or the day after a Statutory Holiday and goes home sick, the following procedure will take place:

1. The employee must inform the Supervisor of the sickness and report to the plant nurse.
2. If, in the nurse's opinion the employee is sick, the employee will be allowed to go home.
3. If, in the nurse's opinion the employee may not be sick, the Plant Manager or **their** designate and the Shop Steward will be contacted. If collectively there is still a doubt about the employee's sickness, the said employee will be asked to go to a doctor to obtain a certificate to verify **their** illness.

Article 9 – Seniority

- 9.01 Seniority shall be defined as the length of time of an employee's service within the bargaining unit, calculated as the elapsed time from the day **they were** first employed,

unless **their** seniority is broken, in which event such calculation shall be from the date **they** returned to work following the last break in **their** seniority.

9.02 (a) New employees shall be on probation and shall not acquire any seniority rights until they have accumulated four hundred and eighty (480) hours worked from the date of last hire.

(b) During the probationary period, an employee may be dismissed if found to be unsuitable, and such employee may be discharged at any time during probation period without notice. The suitability of a probationary employee shall be determined by the Company; however, the Company shall not act in a manner that is arbitrary, discriminatory, or in bad faith.

(c) Upon satisfactory completion of the probationary period, the employee's seniority shall be calculated from the original day of employment.

9.03 Seniority lists shall be revised and brought up-to-date every two (2) months, and the Company shall supply sufficient copies to the Union.

9.04 (a) A vacancy exists when a job is performed for an average of twenty (20) hours per week for twelve (12) consecutive weeks, or when a posted position becomes vacant due to such things as a resignation, dismissal, retirement, or posting into another classification.

(b) In the bargaining unit, the filling of vacancies shall be based on ability and seniority. Ability being

sufficient after a reasonable trial to do the job, seniority shall prevail. A reasonable trial period shall not exceed the periods indicated in **Section 5.03 (b)**.

- (c) Vacancies within the bargaining unit shall be posted for five (5) working days to give employees ample time to apply. In the case that no applications received for any posting, the vacancy shall be filled by the junior qualified employee available in the department until the junior non-posted employee in the department is trained for the job posting. Transfers to jobs will be made within ten (10) working days from the date the posting was awarded with the provision that wherever this proves impossible, suitable arrangements will be arrived at after consultation with the Union. An employee who was absent when a vacancy is filled shall receive equal consideration provided the Department Steward notifies the Company in writing that an employee in **their** department wishes to apply for the vacancy. There shall be no more than two (2) jobs posting per employee per calendar year.

- (d) ***When there is a significant increase or change in production, and there is a large number of jobs to be filled on the different shifts, the parties agree to comply with the following procedure, until the number of vacant jobs that must be filled is completed.***

This procedure is applied only to jobs at pay level 2 and greater and when there are more

than fifteen (15) jobs to be filled simultaneously, the following provisions govern it:

- 1. The Company shall notify the Union of the triggering of this procedure and post all the jobs at the same time.**
- 2. The employees present at work may apply for any job they wish.**
- 3. The jobs shall be awarded by seniority, from amongst the employees who have the required competencies. When, based on such criteria, an employee could obtain more than one job, they shall immediately choose a job from amongst the jobs posted.**
- 4. This employee shall not be entitled to the qualifying period provided for in Section 5.03 (b). However, it is understood that employees who are away from work (vacation, WCB, leave of absence, or weekly indemnity) shall be given the opportunity to apply for these positions upon return.**
- 5. If there is no employee who has the required qualifications, the Company shall fill the job in order of reverse seniority, from among the employees who applied. When, based on such criteria, an employee could obtain more than one (1) job, they shall immediately choose a job from amongst the jobs posted. This employee**

shall then be entitled to the qualifying period provided for in Section 5.03 (b), but they may not refuse the job.

6. In the event that no employee applies for the job, the Company shall fill the job in reverse order of seniority amongst the employees who meet the requirements of the job. They shall then be entitled to the qualifying period stipulated in Section 5.03 (b), but they may not refuse the job.

7. If there are not enough employees meeting the requirements to fill the needed positions, the Company shall fill the jobs by reverse seniority. These employees will be provided the adequate training for the position and are subject to the qualifying period in Section 5.03 (b).

9.05 When transferring employees to another shift, the Company shall first offer it on a voluntary basis amongst the employees already performing the jobs. In the absence of volunteers or if the number of employees who accept is insufficient, the Company shall assign the employees already performing the jobs, with the least seniority.

9.06 All training in all departments shall be done by seniority.

Notwithstanding the foregoing, it is understood that new employees may be first assigned to the day shift for a maximum period of twenty-five (25) days in order to facilitate their training and enable them to carry out the normal requirements of their duties.

9.07

Seniority service records shall be considered broken, all rights forfeited and there shall be no obligations to rehire when an employee:

- (a) Voluntary leaves the service of the bargaining unit, the Company, or is discharged for just cause.
- (b) After being laid off by the Company, fails to report for work when recalled or cannot be located after reasonable effort on the part of the Company. The present method of contact, by telephone, and registered letter or courier to the employee at the last known address shall constitute a reasonable effort on the part of the Company, and if within two (2) working days after receipt of such notice the employee fails to report for duty, or advise the Company that **they** will report within five (5) working days, the Company shall be entitled to assume that the said employee left the Company service voluntarily.
- (c) Has been laid off for a period longer than the time allowed in the following schedule:

Length of seniority at date of separation:	Length of allowance time off payroll:
LESS THAN ONE (1) YEAR	SIX (6) MONTHS
ONE (1) YEAR AND OVER	TWO (2) YEARS MAXIMUM

9.08

Absence from work because of sickness, accident, or leave of absence, shall not break continuity of seniority rights and

an employee shall return to the position held prior to the absence.

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

- (a) Part-time employees.
- (b) Probationary employees.
- (c) Those with plant seniority. In the latter case, seniority shall be the determining factor provided the senior operator, after a reasonable time to qualify, is capable of doing work performed by an employee with less seniority except where immediate essential qualifications are necessary for the efficient operation of the plant. In such cases, the Company will discuss the matter with the Union.

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

- (b) In case of layoff, other than in the event of emergencies herein referred to, employees shall be given one (1) working day's notice for every, complete six (6) months seniority, with a minimum notice of two (2) working days. In case of an emergency due to causes beyond the Company's control which results in closing of a part or whole of the plant, employees shall be given one (1) calendar day's notice for every completed six (6) months seniority with a maximum notice of five (5) working days notice and with minimum notice of two (2) working days, but such two (2) days shall be exclusive of Saturday and Sunday. If the Company determines that additional work, not to exceed three (3) days is available at the time any layoff is to become effective then the notice shall be deemed to be extended for the period represented by such additional days of work.

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

9.11

When it is necessary to permanently transfer employees to lower rated jobs because of a shortage of work, the employees with the lowest seniority will be required to take the transfer. In the case of temporary transfers a senior employee may take the transfer; however employees with the lowest seniority will be required to take the transfer.

- 9.12** In case of plant reduction or increases, an employee may elect to take a layoff or continue to be laid off if it is mutually agreed that the work, which is available, could prove detrimental to the health of the employee. It is further understood that a senior employee can exercise their right to have the opportunity to request a lay-off if there is a junior employee that can do the job, upon review by the Company and provided that applicable laws and regulations are respected.
- 9.13** Employees shall notify the Company at once of all permanent changes of address and telephone numbers.
- 9.14** Upon an employee accepting promotion outside the bargaining unit, the Company will inform the Chief Steward of the Union by letter as to the date of acceptance. Said employee shall be allowed three (3) months in which to prove **themselves** capable of filling the position concerned. If such employee does not qualify within such time, the employee must bid for a new position in the bargaining unit without loss of seniority.
- 9.15** Duty to accommodate. Where the duty of the Company and the Union to accommodate an employee under human rights legislation conflicts with the Collective Agreement, the Company and the Union may modify the Collective Agreement to reasonably accommodate the employee, provided this does not result in undue hardship to the parties to the Agreement.

Article 10 – Vacations

Vacations with pay should be granted as follows:

10.01 An employee becomes eligible for vacation after one (1) year.

Payment for this first vacation entitlement will be calculated at four (4%) percent of the gross earnings in the period.

Any employee attaining seniority rights and meeting the above requirements will have the same vacation date as seniority date.

At the time of vacation bookings, all new employees who have not achieved one (1) year of service, but who will achieve one (1) year of service before the end of the vacation year may take one (1) week of vacation after six (6) months and may book their second (**2nd**) week of vacation prior to the end of the vacation year.

For employees whose vacation accruals exceed the vacation paid out shall receive any overages on their last week of vacation or on their anniversary date.

10.02 Three (3) weeks vacation annually after five (5) years of service with the Company.

10.03 Four (4) weeks vacation annually after ten (10) years service with the Company.

10.04 Five (5) weeks vacation annually after seventeen (17) years service with the Company.

- 10.05 Six (6) weeks vacation annually after twenty-four (24) years service with the Company.
- 10.06 Seven (7) weeks vacation annually after thirty (30) years service with the Company.
- 10.07 (a) Pay for each week of holidays granted shall be on the basis of forty (40) hours pay at the employee's regular hourly rate of pay **or** two (2%) percent of gross earnings for each week of holiday, whichever is the greater. **Gross earnings shall mean wages, overtime, bonuses, premiums, Statutory Holiday pay, and vacation pay.**
- (b) When an employee takes vacation and has worked on a single higher class job for more than three (3) months, **they** shall be paid vacation pay at the higher rate.
- 10.08 (a) Employees absent for the following reasons will not receive vacation credits:
1. Suspension;
 2. **Long term (over twelve (12) months)** Union leave;
 3. Layoff.
- (b) 1. Employees on WCB or WI shall receive credit up to twenty-six (26) weeks).
2. Employees off sick shall receive credit up to thirty (30) days annually.

Continuous absences greater than twenty-six (26) weeks, for WI and WCB cannot be carried forward to the subsequent vacation year.

10.09 Employees whose service with the Company terminates before the end of any vacation year, shall receive compensation in accordance with the percentage calculations outlined in Section 10.7 of this article.

10.10 Vacation periods shall be arranged subject to the demands of the business, but a sincere effort will be made to arrange vacations at a time convenient to all in accordance with the seniority of the employees respectively. Each year, upon completion of vacation lists, the Company will supply the Union with a copy of the lists, and of the vacation changes.

The Company and the Union agree to jointly develop an improved vacation scheduling procedure with the following objectives:

1. To the greatest extent possible, vacation scheduling must be based on seniority.
2. In determining the number of employees to be granted vacation at any one time, consideration must be given to the staffing requirements of the Company.
3. Vacation scheduling will be accomplished by March 1st of each year.
4. The Company commits to achieve a target of at least ten (10%) percent, ***per shift***, of the employees off on vacation at any time in the following departments.
5. The mentioned list of departments is to be applied for vacation purposes only.

(a) Kill;

- (b) Cut – Mezzanine (box room/ mezzanine/ receiving);
- (c) Cut – Old cut (cooler/ picnic/ butts/ hams / sundries/ GSP/ bone-in cryovac / scale room / bellies/ MDM / forklifts / floor cleaners / MDM / butts & picnic chill tunnels / cryovac mezzanine butts and pack off);
- (d) Cut – Boning Room (loin boning / backribs / tenderloin/ COV / knife room / spareribs / chill tunnels);
- (e) Shipping;
- (f) Maintenance;
- (g) Barn.**

10.11 If a paid Statutory Holiday falls within the employee vacation period, the Company will allow the employee concerned a compensatory day's holiday with pay.

10.12 Vacation pay shall be paid **separately** with a covering statement of deductions.

10.13 The process for contacting the employees to book vacation will be as follows:

1 st attempt	_____	In Plant
2 nd attempt	_____	By Phone
3 rd attempt	_____	By written or electronic communication 5 days to reply

If after seven (7) day the employee fails to respond their vacation booking will be bypassed. At that point it will be the employee's responsibility to contact Human Resources Department to book their vacation. Their vacation will be booked by the vacation planner at the time it is booked.

Failure to contact will result in junior people booking vacation prior to you.

This procedure has been adapted to ensure smooth, speedy and fair vacation booking.

Article 11 – Grievance Procedures

An earnest effort will be made to settle all matters promptly in the following manner:

When an employee is suspended, dismissed, or given discipline, the Company shall have a **Union Labour Relations Officer** present at the time of such action and a maximum of two (2) representatives of Management. The Company agrees that it must adhere to just cause requirements for all forms of disciplinary action.

The Union will review and implement procedures to deal with Union time off the line and it will be limited to investigation of complaints and grievances, WCB, processing complaints and grievances and similar Union and safety matters it has to deal with.

11.01 Shop Stewards may initiate discussions with the Supervisors on any potential grievances within their departments. If this action does not solve the matter, a representative of the Union will be allowed to further investigate. In the event that either a Union Steward or a **Union Labour Relations Officer** must leave **their** job or

department in connection with the matter, **they** shall first notify **their** Supervisor as to what department **they are** going to and give an explanation why **they are** going. Permission to leave **their** job or department will be granted as promptly as possible but shall in no case exceed one (1) hour. They must report to the Supervisor in charge of the department they wish to enter before contacting any employee in said department.

11.02 STEP 1: The Shop Steward with the employee (**if applicable**) will meet with the Supervisor in a location that allows **for** the appropriate privacy.

11.03 STEP 2: If the grievance is not resolved at Step One, it shall be put in writing **by the Chief Steward or Labour Relations Officer** and delivered to a designated Management Representative within five (5) **working** days of the Step One meeting.

The grievance shall be discussed within five (5) working days of the **presentation of the grievance in writing** (or such longer period as may be mutually agreed), between the Chief Shop Steward and the Department Steward (with or without the grievor) and the designated Management Representative.

11.04 STEP 3: If the grievance is not resolved in Step Two, a meeting shall be scheduled between the Union Committee, **the grievor (if applicable)**, and the Company **Committee**, within five (5) working days of the Step Two meeting, or such longer period as may be mutually agreed. A full time **Union Labour Relations Officer** may attend.

A decision must be in writing from the Company within five (5) working days of this meeting. If there is no

satisfactory resolve to the grievance in Step Three, then the matter may be referred to arbitration by either party in accordance with Section 11.10.

11.05 When settlement is reached at any stage of the procedure, such decision shall be final and binding.

11.06 (a) Grievance should be filed and dealt with promptly. Grievances should be filed within twenty (20) working days of the event giving rise to the grievance or the date on which the grievor should have known of the grievance.

(b) If an employee is dismissed for any reason and feels that ***they have*** been unjustly dismissed, ***they*** shall within three (3) working days from the receipt of notice of dismissal, notify the Grievance Committee. The Grievance Committee will in turn notify the Company on the same day they receive such notice from the employee.

The dismissal in question then shall constitute a grievance and shall be dealt with as such, beginning at the Third Step.

11.07 If subsequently it is decided that the employee was unjustly dismissed, ***they*** shall be reinstated to ***their*** former position and shall be compensated for any benefits or lost time. The rate to be used for lost time is ***their*** applicable rate of pay.

11.08 All grievances shall be taken up on Company time during regular working hours.

11.09 Grievance Committee

A Grievance Committee ***shall consist of a maximum of three (3) regular employees of the Company selected by the Union. The Company shall be kept informed of the personnel of this committee. The Company committee shall be comprised of individuals having authority to sign off on the issue.*** Grievances shall be taken up at such times agreeable to both parties.

11.10 ***All grievances that cannot be settled by the Representative of the Company and the Union in accordance with Article 11, it may be submitted to a single arbitrator within ninety (90) days as set out below.***

The single arbitrator shall be mutually agreed upon by the Union and the Company. If a single arbitrator cannot be mutually agreed upon, then application for appointment of an arbitrator shall be made to the Director of Mediation Services for the Province of Alberta.

The arbitrator shall not be vested with the power to change, alter, or modify any of the terms of this Agreement.

No person involved or directly involved in the grievance shall serve as an arbitrator.

The decisions of the arbitrator shall be binding and enforceable to all parties.

It is agreed that the expenses of the arbitrator shall be borne equally by both the Union and the Company.

Article 12 – Safety and Health

12.01 Co-operation of Safety

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

To facilitate this, the Union shall have the right, as per the actual practice, to assist all members in filling out all WCB and related forms up to a maximum of fifteen (15) minutes. If more time is required, permission has to be granted by Management personnel.

Work Time Studies

When there is a need for work time studies, the Company and the Union will work jointly to that end. Upon notification to the Company, the Union has the right to do work time studies and make observations and recommendations on work changes as long as it does not interfere with the plant efficiency.

12.02 Union-Company Health and Safety Committee

A Health and Safety Committee shall be established which is composed of up to six (6) **U**nion and six (6) Company representatives. The parties can mutually agree to add a seventh representative if deemed advantageous. If a full second shift is put in place, each side will increase their representatives to eight (8). The Health and Safety Committee shall hold meetings as requested by the Union

or by the Company for jointly considering, monitoring, inspecting, investigating, and reviewing health and safety conditions and practices, and to improve existing health and safety conditions and practices.

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

12.03 Health and Safety Committee Pay Provisions

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

12.04 Health and Safety Clothing, Tools, and Equipment

The Company shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, protective equipment, and clothing required. These shall be maintained and replaced, where necessary through normal wear and tear at the Company's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or the elimination of the hazard.

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

12.06 Compliance with Health and Safety Legislation

The Company shall comply with all applicable Federal, Provincial, and Municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by Agreement of the Union-Company Health and Safety Committee or consultation with the Union.

12.07 Disclosure of Information

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

12.08 Safety and Health Records

Records and Data, the Company shall provide the Health and Safety Committee upon request all accidents and reports and other health and safety records in their possession of the Company, including records, reports, and data provided to and by the Workers' Compensation Board and other governmental departments and agencies.

Upon receiving a release form signed by the affected employee, the Company will provide the Union's designated Workers' Compensation advocate with all

information pertaining to the employee's Workers' Compensation claim or work related injury.

12.09 Time Off for Health and Safety Training

Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend seminars sponsored by the Alberta Workers' Compensation Board for instruction and upgrading on health and safety matters.

Attendance at seminars sponsored by other recognized educational groups would be granted on the same terms and conditions, subject to mutual agreement as to its benefit.

12.10 Rights to Refuse and No Disciplinary Action

No Employee shall be discharged, penalized, or disciplined for refusing to work on a job or any workplace or to operate any equipment where **they** in conjunction with the Health and Safety Committee, ascertains that it would be unsafe or unhealthily to **themselves**, an unborn child, a workmate or the public, or where it would be contrary to applicable Federal, Provincial, or Municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job, which another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

12.11 Proper Training

No employee shall be required to work on any job or operate any piece of equipment until **they have** received proper training and instructions.

12.12 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Company. If such accident happened on the work site or while the employee was under the direction of the Company.

12.13 Health and Safety Grievance

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

12.14 Modified Work

The assignment of an employee to modified work shall **be** the subject of mutual agreement between the Company and the Union. The intent of modified work is to assist the worker to return to work in a safe and healthy atmosphere. In order for the modified work program to be successful, all parties have to see the placement as beneficial. Working towards this, the Company and the Union agree to the following process.

1. The Company and the Union identify and trains persons for the purpose of placing workers on modified duty. This will create a committee.

2. The above committee will be responsible for placing injured workers in the appropriate jobs.

The process should be as follows:

1. The injured worker is sent for medical attention and returns the following day with the medical restrictions.
2. The worker returns the following day at the time scheduled by the occupational health nurse responsible for the health office, to turn in the medical restrictions to the health office, for the committee to review. If there is no work available, the worker then returns home, where **they are** to be contacted.

The committee reviews the restrictions and identifies jobs to be offered to the injured worker the following day.

The following day the worker attends work and sits with the committee to be assigned to modified work.

These days would be considered no time loss claims as the Company pays for the missed time.

These days not at work, would allow for further medical investigations and physical therapy.

12.15

Employees requiring treatments for work related injuries after the day of the accident shall be allowed a maximum of six (6) visits at one (1) hour of paid time per visit.

The following conditions shall apply:

1. Must be a work related injury and WCB claim filed.

2. Must be doctor or chiropractor referral.
3. Employees must swipe out and upon return have their Supervisor adjust the payroll code accordingly for time missed.
4. If WCB claim is rejected, the hours paid for this policy will be deducted from the next pay cheque.

12.16 The parties agree to integrate the Ergonomics committee functions to the established Joint Health and Safety Committee.

Article 13 – Separation Allowance

13.01 Should it become necessary to close the plant or a substantial department of the plant and it is not expected that those affected will be reemployed; a separation allowance will be paid to employees subject to the following:

- (a) They have one (1) or more years' seniority.
- (b) They are actively employed with the Company and accumulating seniority or have been laid off within ninety (90) days preceding the date of notice of closing. Employees on leave of absence up to one (1) year, and employees receiving Workers' Compensation or off because of sickness or non-compensable accident will be eligible, provided they have not been off work in excess of the time limits corresponding to seniority as set out in **Section** 9.06 (c).

- (c) They have not been granted retirement pension.
- (d) The closing is not brought about by war, strike, walkout, work stoppage, slowdown or other cessation of work, fire, government action, or Act of God.
- (e) In order to qualify for separation allowance, employees will continue to work in a satisfactory manner as long as required.
- (f) Separation allowances shall be computed on the basis of the following schedule which is to be used in computing the number of weeks' pay according to the years of credited service. Payments are to be computed on the basis of forty (40) hours per week or the employee's basic work week if different at **their** regular rate of pay.

Years of credited service	Weeks/of Pay
1	1
2	1½
3	2
4	2½
5	3
6	3½
7	4½
8	5½
9	6½
10	7½
11 and over, add to one and one-half (1½) weeks' pay for each year of credited service above ten (10) years.	

Example:

Twelve (12) years of credited service:

First ten (10) years of credited service	7½ weeks' pay
Service over ten (10) years (12/10 or 2 x 1½)	3 weeks' pay
Total Separation Allowance	10½ weeks' pay

To the separation allowance computed as per example add vacation pay for current calendar year if the employee has qualified for but not taken such vacation.

(g) The Company shall give notice of its intention to close the plant or a substantial department of the plant referred to in this Agreement, at least ninety (90) calendar days prior to such closing. Effective on the date of such notice being issued, all employees with seniority will be eligible to receive separation payments whether they are working or laid off.

13.02 Employees who accept separation pay under the provisions of this **article** shall on doing so terminate their seniority and employment relationship with the Company, and shall have no further rights under this Agreement or under any other Agreement between the signing parties.

13.03 In the event that part of the plant remains open, employees eligible to receive separation allowances may elect to remain on the seniority list for possible recall. The Company will hold the separation allowance for such employees as long as they are eligible for recall, during which time the employee may request payment subject to the provision of the above section. Those reemployed on this basis will receive seniority credits up to the time of their

layoff but shall not accumulate additional seniority during the period of layoff.

- 13.04 In respect of those employees who are eligible for separation allowance under this Article, the Company will continue to contribute to the Group Life Insurance, Medical Surgical, Major Medical, and Hospitalization plans. Such contributions shall continue for a period of up to three (3) months following the month in which the plant is closed and will be made on the basis existing at the time of closing.

Article 14 – Work Methods

14.01 Change in Working Methods

- (a) When the introduction of new equipment makes a material change the Company will inform the Union of such change as soon as possible, but in no case less than sixty (60) days in advance of the contemplated change. The parties will discuss what is expected to take place and how the matter may best be handled.
- (b) For employees who are affected, placement in the plant will be covered by the provisions set out in **Section 5.02**.
- (c) For employees with one (1) or more years of seniority who are affected by such change and who are not eligible for such placement in the plant will be entitled to the provisions set out in Article 13.
- (d) Where an employee is transferred to work where the job rate is lower, as a direct result of the introduction of new equipment, or where an employee remains on

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

- (e) In the application of or adjustment of level values, such an employee will not be paid a rate greater than the rate paid **them** at the time of above mentioned posting, except for reasons of a general wage increase after the date of transfer. At the expiring of the two (2) years period set out above the lower rate shall prevail.
- (f) If the Company creates a new job or combines existing jobs or substantially changes the duties of existing jobs, the Union will be given written notice **as soon as possible**.
- (g) Establishing Rates for New Jobs

For the purpose of this **article**, a new job is defined as one which is not presently being performed in the bargaining unit. Additions or changes to the present wage schedule shall be the subject of collective bargaining between the Company and the Union. Any new job rates agreed to shall be retroactive to the date on which the new job or jobs began.

Article 15 – Contracting Out

- 15.01 The Company prefers to have work done by its employees although at times it is necessary to have work performed by outside contractors. The relevant factors which the Company will consider before contracting out such work include, adverse effect on employees, availability of required skills, duration and frequency of the job, urgency of the job, cost of equipment in relation to its use, and relative cost comparison.
- 15.02 When work is performed on the premises by outside contractors represents a material change in practice and has adverse effect on present employees of a group affected by such change of practice, the matter might be the subject of a grievance and may be taken to arbitration.
- 15.03 Should an Arbitrator be called on to review the Company's action, it may consider the relevant factors referred to above, in order to determine the reasonableness of the Company's action with regard to all circumstances. Should the Arbitrator find that the Company's action was not reasonable, the Arbitrator will direct that the Company choose between having the work performed by its employees or ceasing such operation, and that the Company shall have a reasonable time to effect the decision.
- 15.04 This provision does not apply to installation and construction work.
- 15.05 The Company may at times experiment to determine if work can be performed effectively and economically by its own employees. When this is done for a trial period, it shall not

be considered a change of practice should the Company elect to contract out, after the trial period.

15.06 During the term of the Agreement, the Company will not contract out new or existing bargaining unit work in maintenance, pork cut, kill floor, shipping, and distribution, and any further processing meat activities at the location of 7550, 40 Avenue, Red Deer, Alberta.

Article 16 – Part-Time Employees

16.01 In order to meet the demands of the business, the Company may hire part-time workers for work of twenty-four (**24**) hours in a payroll week, subject to the following conditions:

- (a) Part-time employees are excluded from the application of Article 6;
- (b) Part-time employees will be scheduled on Saturday and Sunday and be offered call-in work on Fridays and Mondays when available;
- (c) Part-time employees seniority will be based on all hours worked including overtime with probation period of **four hundred eighty** (480) hours. The Union will be notified of all part-time employees hired;
- (d) A limit of ten (10) part-time employees in the Shipping department only;
- (e) Part-time employees: safety shoe allowance will be **fifty** (50%) **percent** of a full-time employee's allowance;

- (f) Part-time employees will be eligible to bid on a full-time job based on **their** seniority;
- (g) In case of layoff, part-time employees will be the first to be laid off;
- (h) The job will be shipper position at level 3.5;
- (i) The **Union** may submit and the Company will consider alternative means of doing the required work rather than employ part-time employees. Such matters may be subject to grievance and arbitration procedure;
- (j) Where the work performed by part-time employees can be satisfactorily combined to permit employment of a full-time employee, this will be done.

Article 17 – Leave of Absence

- 17.01
- (a) At the option of the Company, when an employee's personal affairs make it desirable for **them** to be relieved of Company duties, leave of absence without pay beyond the regular vacation period to which an employee is entitled may be granted for good and sufficient reason. This is providing that such leave of absence does not interfere with the requirements of the business. It is agreed that leaves of absence shall not interfere with other employee's vacation choices.
 - (b) Employees must exhaust all vacation before commencing an unpaid leave of absence exceeding three (3) days. An employee requesting a leave of absence to travel overseas for special circumstances

will not be granted a leave of absence more than once every three (3) years.

17.02 Leave of absence will not be granted for the purpose of allowing any employee to take another position temporarily, try out new work or venture into business for **themselves**.

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

17.04 An employee on personal or Union leave of absence shall be paid Statutory Holiday pay when either of the following conditions exists:

(a) If an employee works **their** regular scheduled work day preceding a paid Statutory Holiday and is on leave of absence on the regularly scheduled work day next following that **Statutory Holiday**, **they** shall be eligible for payment of **Statutory Holiday** pay for that Statutory Holiday.

(b) If an employee works **their** last regularly scheduled work day prior to going on leave of absence and, as expected, returns to work on the regularly scheduled work day next following a paid Statutory Holiday, **they** shall be eligible for payment of **Statutory Holiday** pay for that Statutory Holiday.

17.05 Maternity Leave

An employee who applies in writing for a leave of absence at least four (4) weeks prior to the day **they** intend to take such leave, as a result of **their** pregnancy, and provides support in the form of a medical certificate from her doctor

which certifies that **they are** pregnant and the estimate date of delivery, shall be granted a maternity leave of fifteen (15) weeks.

- (a) Employees on such leave will upon expiry of the leave be reinstated to their former job or one of equal value.
- (b) It is agreed that employees referred to in this **section** shall continue to accumulate seniority.

17.06 Parental Leave

Every employee who applies in writing for a leave at least four (4) weeks prior to the date **they** intend to take a leave and providing such request is supported by the appropriate documentation, shall be granted a parental leave **as per Legislation** if:

- (a)
 1. In the case of **an** employee **who** becomes the natural **parent** of a child or assumes the actual care and custody of **their** newborn child; or
 2. **They** adopt a child under the law of the province; and
- (b) Parental leave must commence no later than the first anniversary of the birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.
- (c) Employees on such leave upon the expiry of the leave shall be reinstated in the position **they** occupied at the time **their** leave commenced in a comparable position with not less than the same wages and benefits.

- (d) Seniority shall accumulate throughout such periods of leave.
- (e) Employees who wish to take parental leave upon completion of a maternity leave must take both leaves continuously, without break, unless otherwise mutually agreed to by the employee and Management.

17.07 Political Service Leave

Upon written request, the Company will grant employees unpaid leave of absence to serve as an elected member of the Provincial Legislature, or the Parliament of Canada, on the following conditions:

- (a) Written request will be forwarded at least two (2) weeks in advance of the date of leave is to commence;
- (b) Employees on political service leave will not accumulate seniority, and upon returning to the Company their seniority date will be adjusted accordingly;
- (c) Employees on political service leave will notify the Company in writing on their intention to return to the employment of the Company at least **two (2) weeks** prior to the date of employment with the Company is to recommence;
- (d) Employees on political service leave will not receive coverage under the Company's benefit plans.

17.08 ***The Company will adhere to at a minimum, the job protected leaves provided for in Employment Standards as of 2019.***

Citizenship Ceremony Leave

Compassionate Care Leave

Critical Illness Leave

Death or Disappearance of a Child Leave

Reservist Leave

17.09 ***Domestic Violence Leave***

The Company recognizes that workplace violence can stem from incidents of domestic violence. The Company and the Union recognize that violence includes incidents of domestic violence entering the workplace. Domestic violence is any form of violence between intimate partners. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking, and harassment. It occurs between mixed or same sex intimate partners, who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

Should employees experience incidents of domestic violence which could affect the employee's presence and/or performance in the workplace, employees are encouraged to notify their Supervisors and/or

Managers as soon as possible. Managers and Supervisors are encouraged to offer measures of support and provide assistance where possible, such as referral to community services, and the Company's EFAP program. The Company may grant the employee access to their leave provisions in situations of domestic violence, in addition, employees are encouraged to seek a leave of absence without pay as needed to deal with matters related to domestic violence, and subject to operational requirements, such requests will not be unreasonably withheld. Requests submitted under the terms of this Article will be treated as confidential by the Company. The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Company and the bargaining agent agree that an employee's culpability in relation to performance issues or potential misconduct may be mitigated if the employee is dealing with an abusive or violent situation and the misconduct or performance issue can be linked to that abusive or violent situation.

17.10 Family Responsibility Leave

Employees who have passed their probationary period shall be entitled to up to five (5) days of unpaid leave in a calendar year for the following purposes of meeting family responsibilities in relation to a family member.

17.11

Jury Duty

Employees called for jury duty or subpoenaed to appear as a witness will be paid the difference between their regular rate and the amount paid by the court for hours of work missed up to eight (8) hours per day, provided the duty falls on a regular work day on which the employee is scheduled to work. To be eligible for payment, the employee must notify their immediate work Supervisor as soon as such notice is received, furnish evidence of the amount of pay received from the body in question, and return to work immediately if they are subpoenaed and not kept. It is agreed that such jury duty day shall be viewed as the full employee work day and such employee will not be required to report to work for that day. This shall not apply to an employee who is party to a cause, action, trial, or dispute.

17.12

Employees who have completed the probationary period, and upon proof of death of a spouse or child a member shall receive forty (40) hours pay ***for the purposes of bereavement*** provided that the employee takes the allotted five (5) days off.

In the case of the death of an “immediate family” member the employee shall receive ***twenty-four*** (24) hours pay ***for the purposes of bereavement*** provided that the employee takes the allotted ***three*** (3) days off.

These days can be used to attend the funeral or memorial service or in preparation for these or just to grieve.

For the purpose of this ***section***, “immediate family” shall be one of the following: mother, father, sister, brother, mother-

in-law, sister-in-law, brother-in-law, father-in-law, son-in-law and daughter-in-law, stepparents, stepchildren, grandparents, and grandchildren.

In case of grandparents-in-law, the employee is entitled the **one (1) day off with pay for the purposes of bereavement.**

Article 18 – General

- 18.01** Laundry work service for outer work clothing shall be maintained at no cost to the employee.
- 18.02** The Company will allow the employee's adequate relief as well as necessary time for changing clothing or equipment necessitated by a change in working conditions.
- 18.03**
- (a) Launderable outer work clothing, oilskin aprons and oilskin sleeves, specified by the Company as required for work in the plant, will be supplied to employees. Such clothing remains the property of the Company and shall not be removed from the Company's premises except in the regular performance of duty, and must be returned for new issue or upon separation of the employee. Clothing not returned when worn out or upon separation, will be paid for by the employee.
 - (b) The Company agrees to supply rubber boots to employees. Worn out boots must be returned to the Company before a new pair will be issued. These rubber boots remain the property of the Company and must not be removed from the premises unless separation occurs.

Any employee with seniority who chooses not to wear the Company provided rubber boots will be granted one (1) footwear allowance of a maximum of one hundred and seventy-five (\$175.00) dollars per year from the date of purchase.

- (c) The Company agrees to grant all full-time employees with seniority who hold a freezer or shipping posting, an allowance for freezer apparel of **four hundred** (\$400.00) **dollars** once a year (must have GST number). If the employee chooses to terminate employment within six (6) months of date of purchase, freezer apparel allowance will be paid back to the Company on a pro-rated basis.

All employees holding a pack off and export jack operators postings will receive an apparel allowance up to a maximum of **two hundred twenty** (\$220.00) **dollars** per year.

The Company will supply warm apparel for those employees who work in the cooler.

18.04

- (a) Tools – Maintenance Bargaining Unit Employees with seniority, shall upon presentation of required tools broken on the job and worn out required tools, receive replacement tools. Such replacements shall be limited to those specified by the Company as being required and shall in addition be limited to a maximum of **four hundred** (\$400.00) dollars per year, per affected employee.
- (b) The Company shall provide all sharpening equipment, and a qualified operator for the sharpening of tools,

knives, etc. This operator will be responsible for all sharpening of this equipment in the plant.

(c) The Company shall furnish all knives, scabbards, and hooks necessary for the performance of the work by the employees and shall establish regulations in respect thereto. The Company agrees to maintain its present practice of furnishing heavy tools. All tools furnished shall remain Company property.

(d) When an employee is approved for the Apprenticeship Program, they shall receive a five hundred (\$500.00) dollar tool loan from the Company. This loan will be paid back within six (6) months. If the apprentice does not complete their first (1st) year, then this loan will be deducted from their final pay.

18.05 The Union shall be notified by Management regarding the rate of pay and place of employment of each new employee.

18.06 The Company shall reimburse the employees for the renewal of all necessary licenses required in the performance of their duties.

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

(a) Is of a confidential clerical nature.

- (b) Is for purpose of instruction, experimentation, demonstration, investigation, replacement of an employee absent from **their** job during the day, or coping with an emergency. An emergency herein shall not be construed as including work resulting from additional volume.
- (c) Is to overcome production difficulties caused by the absence of an employee. In such cases, the Company will advise the Union as to the absences of the employee and will obtain a suitable replacement within one-half (1/2) day.

18.08 Any agreed working conditions now in effect at the time of ratification and not specifically covered by this Agreement, shall remain in effect unless changed by collective bargaining.

18.09 The Company will issue a manual cheque for any company-caused pay error of an amount greater than **fifty** (\$50.00) **dollars**.

18.10 The Union **acknowledges the use of** cameras to investigate instances of **sabotage** and animal welfare issues. These **cameras** will only be used for this purpose and no other. If the **cameras** are used for any other purpose, anything arising out of this other purpose will be null and void. The Union will be granted access to the information gathered **by these cameras** on demand. Olymel will also provide the location of all cameras to **the Union**.

Article 19 – Benefits

- 19.01 (a) The Company agrees to pay the premiums to provide the specified employee benefits. Costs of the benefit plans will be paid by the Company, except for the long-term disability plan (which shall be paid by the employees).

Any annual increases in the costs of the premiums paid for by the Company will be limited to an annual maximum of **six (6%) percent** of the said premium. Should the annual increase be of more than **six (6%) percent**, the excess cost will then be bore by the employees or, at the option of the **Union**, the benefits will be reviewed in order to keep such increase within the **six (6%) percent** maximum.

- (b) All new employees are eligible for supplementary healthcare, including disability coverage, on the first day of the month following the completion of their probation, and will be eligible for dental care after one (1) year.
- (c) New employees may, after having completed their probation period, elect to take the dental plan by paying the full premium as set by the Company to cover these protections, until they reach one (1) year of service.
- (d) Premiums for Long Term Disability Plan paid by the employee will be deducted from the employee's cheque for the first full pay period.

(e) Pension and Benefits Advisory Committee

The Company and the Union agree to establish an Advisory Committee comprised of two **(2) Union Labour Relations Officers** and two **(2) Management Representatives**. The Committee may decide to use an external expert to assist them fulfilling their roles and responsibilities. The Committee will meet twice a year but could meet more often if needed.

The role and responsibilities of the Advisory Committee is to assist and provide advice in regards to the pension and benefit plans, including but not limited to:

- Reviewing the efficiency of the plans' providers;
- Identify potential issues requiring attention for their resolution;
- Ensure that appropriate communication is made to employees for their understanding of both pension and benefit plans;
- Bring to the Committee, employees' concerns related to the plans.

It is understood that this Committee has no decision-making and/or Management authority over the benefits and pension plans.

The Company agrees to provide the Committee members with the relevant and available information or documents necessary to fulfill the Committee's mandate.

Nothing arising from this Advisory Committee is intended to change and/or supersede Union and/or Management rights as detailed in the Collective ***Bargaining*** Agreement or other agreements that have been entered into by the parties.

- 19.02 The Company will remit the contributions outlined in **Article** 19.01 above, every **two** (2) weeks, to correspond with payroll.
- 19.03 Any disputes regarding the payment of benefits are a matter between the employee and the insurance carrier, and are not subject to the grievance and arbitration procedure of this Agreement.
- 19.04 Unless otherwise specified, entitlement to benefit coverage under this Article begins only after completion of the probation period.
- 19.05 Weekly Indemnity
- (a) Weekly indemnity benefits will be paid in accordance with the terms and conditions of the plan as detailed in the “Group Benefits” booklets prepared by the Insurance Company, a copy of which shall be provided to the Union and employees.
 - (b) Benefit payments shall be based on **sixty-six point six seven** (66.67%) **percent** of the claimant’s regular weekly earnings (forty (40) hours at regular rate), exclusive of overtime, premiums, etc., immediately preceding the claim up to the current EI weekly benefit maximum.

- (c) The maximum duration of benefits on weekly indemnity shall be twenty five (25) weeks.
- (d) The waiting period shall be **two (2)** working days, except when an employee is hospitalized during the waiting period due to an illness or accident. Benefits shall be paid on the basis of working days, not calendar days.
- (e) In the event an employee has a claim refused by the Workers' Compensation Board for reasons of "non-compensable claim" **they** shall become eligible for benefits under the Weekly Indemnity Plan. This is provided the terms and conditions of the plan are met. In addition, the employee must sign a statement to the effect that if benefits are subsequently received from Workers' Compensation Board for the claim, benefits received under the Weekly Indemnity Plan must be repaid to the insurer. Both the Company and the Union agree that in the event a claim refused by the Workers' Compensation Board would appear to be appealable, the employee should be encouraged to proceed with an appeal.
- (f) Where there has been a delay in the payment of Workers' Compensation Benefits, employees will be advanced payment under the terms of the Weekly Indemnity Plan, subject to the following:
 - (i) The employee has completed all the necessary forms.
 - (ii) There has been a delay of two (2) weeks or more since the benefits became payable.

- (iii) The employee will authorize, in writing, repayment by the Workers' Compensation Board directly to the Weekly Indemnity Plan, when Workers' Compensation Benefits become available.

- (g) In the event that the Workers' Compensation claim has been denied, and the terms and conditions of the Weekly Indemnity Plan have not been met, the employee will repay all amounts previously advanced.

- (h) It is not intended that an employee receive wage loss payment from more than one (1) source for the same period which exceeds one hundred (100%) percent of normal wages. It is understood that in those situations, the insurance carrier may recover amounts in excess of one hundred (100%) percent in accordance with the subrogation provisions of the plan.

- (i) The Company agrees to provide a full day's pay to any employee suffering an emergency sickness which requires absence during such day for medical or hospital attention. To be eligible for this pay, the employee must report to ***their*** Supervisor, the plant nurse or the first aid attendant before leaving the plant.

19.06

The Company agrees to advance to employees awaiting wage loss benefits under the Workers' Compensation Board Act or Weekly Indemnity Contract, the amount of benefits due up to the maximum amount of accrued vacation pay due to the employee. This is provided the following:

- (a) There is at least a two (2) week lapse of time since the benefits became payable.
- (b) The employees have completed all necessary forms.
- (c) The doctor's report as required by the Workers' Compensation Board has been completed and forwarded to the Board; or in the case of the Weekly Indemnity Contract all required forms have been completed and forwarded to the Company.

The amount of funds advanced under the section is strictly an advance to the employee, and the employee must sign a letter to this effect which would also authorize the Company to deduct money from the first full pay cheque and apply the funds to repay the advance.

19.07 Group Life and AD & D

The Group Life and Accidental Death and Dismemberment Insurance Benefits is thirty thousand (\$30,000.00) dollars.

19.08 Alberta Health Care

Alberta Health Care coverage is provided for all eligible employees.

19.09 Extended Health

This plan includes an annual health care spending account of **five hundred** (\$500.00) **dollars** for individual status and **one thousand** (\$1000.00) **dollars** for family status. Details of the plan have been provided to the Union and provides specifically for an annual maximum reimbursement of

seven hundred fifty (\$750.00) **dollars** per insured, for each of the two (2) following specialists: physiotherapist and psychologist.

19.10 Long Term Disability

- (a) A Long Term Disability Plan is provided for all eligible employees. Premiums are paid by the employees.
- (b) The benefit level will be based on sixty-five (65%) percent of the pre disability earnings up to a maximum monthly benefit of three thousand (\$3,000.00) dollars.
- (c) The waiting period shall be twenty-six (26) weeks.
- (d) The definition of total disability is being unable to perform sixty (60%) percent of the regular duties of their own occupation for the first twenty-four (24) months.

After twenty-four (24) months the definition of total disability is being unable to perform sixty (60%) percent of the regular duties of any occupation.

19.11 Dental Plan

The plan will pay eighty (80%) percent of Basic Preventative Dentistry with recall exams once every nine (9) months. Major Dentistry will be reimbursed at sixty (60%) percent. Basic and Major Dentistry have a maximum of one thousand five hundred (\$1,500.00) dollars per year. Orthodontic expenses will be reimbursed at fifty (50%) percent for dependent children and employees with a lifetime maximum of one thousand five hundred (\$1,500.00) dollars.

Benefits will be paid in accordance with reasonable and customary charges in the area where service is provided.

19.12

Pension

- (a) Defined Benefit Pension Plan: The service and benefits accruals for current members will stop effective June 30th, 2016. Any accrued benefits will become payable according the plan text in effect as of June 30th, 2016. Effective July 1st, 2016, the plan text will be amended to include the Defined Contribution Pension Plan (DC component) provisions outlined in **Section 19.12(b)** below.
- (b) Defined Contribution Pension Plan: Effective July 1st, 2016 the Company will implement a DC Component under the following conditions:
- All employees upon the completion of two (2) years seniority must participate in the DC component.
 - Contribution levels to the DC component for employees with less than five (5) years of membership in the plan will be as follows:
 - The Company will contribute **three (3%) percent** of the employee's regular straight time hourly rate of pay, up to a maximum of **two thousand eighty (2080)** hours per year.
 - Employees will contribute **two (2%) percent** of their regular straight time hourly rate of pay, up to a maximum of **two thousand eighty (2080)** hours per year.

- Contribution levels to the DC component for employees with five (5) years or more of membership in the plan will be as follows:
- The Company will contribute **five (5%) percent** of the employee's regular straight time hourly rate of pay, up to a maximum of **two thousand eighty (2080)** hours per year.
- Employees will contribute **one (1%) percent** of their regular straight time hourly rate of pay, up to a maximum of **two thousand eighty (2080)** hours per year.
- The employee may, but is not required to make additional contributions in to the plan, in accordance with applicable legislations.

19.13 Special Early Retirement Benefit

Employees hired prior to February 1st, 2003, who will be **fifty-five (55)** years of age may elect to retire from the Company if they have a minimum of **ten (10)** years of service at the time of their retirement, and receive five hundred (\$500.00) dollars per month till the age of sixty (60). Major medical, dental, travel, and E.A.P. will continue to apply to the employees.

19.14 Employee Assistance Plan

The Company will **maintain the current** Employee Assistance Plan.

Employees who feel they need help to address issues at home or outside of the worksite are encouraged to speak to either Management or the Union, and they will be directed to the Company's Employee Assistance Program, which includes:

- ***Professional, immediate, and local guidance and counselling opportunities.***
- ***Provide a list of local treatment facilities and programs.***

19.15 Continuation of Premiums

The Company shall continue to pay the premiums for Alberta Health Care, extended health care, and life insurance for eligible employees on weekly indemnity or long term disability, for a maximum of three (3) years from the date the absence commenced, as long as the employee remains eligible under those disability plans.

19.16 The Company agrees to adhere to the provincial legislation in regards to compassionate care leave.

19.17 The Company agrees to provide a direct benefit drug card for all eligible employees.

Article 20 – Union Security

20.01 Employees, not to exceed six (6), who are appointed to or elected to do business for the Union shall be granted leave of absence to attend such business. Such employees shall continue to accumulate seniority for the period covered by this Agreement, and upon giving the Company one (1) week's notice in writing of their intention to return to work,

shall be reinstated in the job held prior to the leave of absence or its equivalent, at the same rate of pay provided they are capable of doing the job within the usual qualifying period. However, after a period of six (6) months from the beginning of the leave of absence, the job left by the employee on leave of absence will be posted.

In the event an employee is granted a leave of absence under this section **their wages and** benefits will be paid by the Company and the Union will reimburse the Company for all **wages and** benefits.

Employees on leave of absence for **Union** business will not receive pension benefits. If the employee returns to work, and remains at work for the same amount of time they were gone on Union leave of absence, the Company will make a payment into the employee's pension in the same amount as would have been contributed during the period of the Union leave of absence.

20.02

Upon request from the Union, the Company will grant employees **a** leave of absence for Union business, providing these absences shall not unreasonably effect the operation of the Company. No more than ten (10) employees per shift from the plant will be split between all departments including two (2) employees from any one (1) line chosen by the Union will be on leaves of absence for this purpose at any time, and such leaves shall not exceed thirty (30) days. The Union shall give the Company at least fourteen (14) days notice, when possible, before the requested leave is to commence when more that ten (10) employees are needed for negotiations, attending Union school, conventions, or conferences and five (5) working days notice, when possible for monthly meetings or short-term leaves of absence. A request for an extension of a

leave must be made at least five (5) working days, when possible, prior to the expiration of the leave already granted and will be considered in relation to existing conditions.

Time spent on Union business by employees, where the Company is reimbursed by the Union, shall be considered as time worked for all purposes under the Collective Agreement.

20.03 ***The Union will be provided four (4) lockable bulletin boards which will be installed by the Company in four (4) conspicuous, mutually agreed locations in the plant. The Union Labour Relations Officer only will have a key, but it is understood that only Union sanctioned materials shall be posted. The bulletin board is for Union information only. The Union will be responsible for the maintenance and the repair of the bulletin board.***

20.04 (a) The Company and the Union agree to supply a copy of this Agreement to each employee of the Company affected thereby.

The Company will pay fifty (50%) percent of the cost of printing the Collective Agreement booklets.

(b) Authorized Union Officials shall have a maximum of thirty (30) minutes on Company time and on Company premises with new employees during their first three (3) days of employment.

20.05 In enforcing its discipline policy, the Company will not base individual verbal warning occurring more than six (6) months from the date of the current incident. The Company will not base the individual discipline on any suspension **or**

written warnings occurring more than one (1) year from the date of the current incident.

20.06 This is to confirm that the Company will supply the Union with an adequate office space in the plant for the duration of the Collective Agreement.

20.07 **Walking Stewards**

Upon ratification of the Collective Agreement, the Company agrees to dedicate four thousand one hundred sixty (4160) hours towards the use of steward's duties for the sole use of the Union in the Olymel facility so long as there is an afternoon shift in operation.

Walking Stewards will remain covered by the Collective Agreement with respect to all terms and conditions of employment. The appointment of stewards and those appointed to work under those hours in the Union office or as a walking steward shall be at the discretion of the Union.

Walking Stewards will be paid by the Company at the wage scale in which they are currently assigned and will also be eligible for any scheduled increases as set out in the Collective Agreement for their former position.

Walking Stewards will maintain their seniority in their department and may exercise their seniority as per all relevant articles of the Collective Agreement including overtime and job postings.

Walking Stewards will be considered “duly authorized representatives of the Union”.

The parties agree to meet upon request to resolve issues that may arise with the administration of this section.

20.08 The Company will contribute **six (\$0.06)** cents per hour to the ***United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Trust Fund for each hour that all employees works for the Company.***

Effective February 1st, 2026 – The Company shall contribute ten (\$0.10) cents per hour.

Article 21 – Duration of Agreement

21.01 Agreement expires on 31st day of January **2027**.

21.02 This Agreement shall remain in full force and effect during any period of negotiation until:

- (a) The Union commences a lawful strike;
- (b) The Company imposes a lawful lockout;
- (c) The parties ratify a new Collective Agreement.

21.03 Should differences arise between the Union or its employee members and the Company as to the manner and application of the provisions of this Agreement, the Union will not authorize, promote, direct, condone, or encourage any strike, stoppage, or suspension of work, any slowdown or other restriction of production or

interference with work in or about the Company's plant or premises, nor will employees take part in any such action.

The Company agrees not to lock out employees during the term of this Agreement.

All appendixes are incorporated into the Collective Agreement.

Signed this _____ day of _____ 2021.

Olymel S.E.C. / L.P.

United Food & Commercial
Workers **Canada** Union, Local No.
401:

For the Company:

Rob Ackerblade
Peter McCulley
Marlene Mielke
Yves Marchand

For the Union:

Johanne Alexander
Amanda Bischler
Mario Carbajal
Mohamed Kanu
Louise Mah
Alexis Pastor
Lee Simms
Tony Evangelista
Larry Zima
Ricardo de Menezes

This Agreement was ratified on January 8th, 2021.

Appendix A – Jobs and Job Levels

All jobs will be individually posted.

<u>Job Level</u>	<u>Level</u>
Barns	
Screeener	Base
Pen Washer	Base
Receiver	Level 1
Driver	Level 1
Scale House Receiver	Level 3
Area Assistant	Level 3.5
Leadhand	Level 4
Kill Floor	
Shaver	Base rate
Bung Gun	Level 2
Pull and Hang Plucks	Level 2
Gam Hogs	Level 3.5
Open Bellies	Level 3.5
Open Brisket Saw	Level 3.5
Pork Cut	
Move/Dump Barrels	Level 1
Trim Shoulder Fat	Level 1
All Cryovacs	Level 1.5
Clean & Peel Tenderloin	Level 1.5
Jack Driver Packer & Dumper	Level 2
Ham Skinner	Level 2.5
R-Hogs to R-Hogs	Level 3.5
Receiver	Level 4
Sausage Room	
Silent Cutter Helper	Base
DMP Operator	Base

Sausage Packing/Sticker	Base
Sausage Palletizer	Base
Silent Cutter	Level 1
Handyman Operator	Level 3
Lead Hand	Level 4
Trainer	Level 4
Cooler	
Guide/Push Hogs	Level 1.5
Pack-off	
Jack Operator	Level 2

The following jobs are now regrouped as follows:

Groups	Jobs
1	Journeymen Power Engineer Class 2, Refrigeration mechanic
2	Journeymen Power Engineer Class 3
3	Ticketed: Electrician, Millwright, Welder, Refrigeration operator
4	I.T.
5	Fourth Class Power Engineer

The above mentioned maintenance groups shall be adjusted as per the Maintenance Wage Survey, which shall be completed within thirty (30) days from the ratification of the Collective Agreement.

For each of the above mentioned groups, the Lead Hand will earn **twenty** (\$0.20) **cents** above the respective set rate.

Note: Pork Cut / Shipping Set Up job posting is eliminated. The current incumbents will be grandfathered and will therefore continue to be paid at their current rate, plus annual increases, for as long as they hold this posting. Otherwise they will be paid the applicable rate.

There will be position(s) called “Relief Shipper” and “Relief Maintenance”. This will be a posted bid job. Persons wishing to use their seniority to bid to this position will have six **(6)** weeks to qualify. Once qualified, these positions will be covering vacancies in the shipping department created by WCB, STD, LTD, and Vacations. This position will cover vacancies on all shifts. The rate of pay will be Level 3.5 **for the Relief Shipper and Level 3.5 for the Relief Maintenance people.** **As well, all** eligible premiums (shift, freezer where applicable) **shall apply.** If at any time manning requirements do not require the skills and labour of above mentioned employees they will return to their previous departments (Pork Cut, Kill Floor etc).

Utility Boners

The parties have agreed to eliminate the Utility Boners’ position. The current incumbents will be grandfathered and will therefore continue to be paid at their current rate, plus annual increases, for as long as they hold this posting. Otherwise they will be paid the applicable rate.

Utility Maintenance

The job duties of the Utility Maintenance Employee are as follows:

- painting;
- general cleaning (inside and outside);
- caulking;
- general maintenance work requiring no specific qualifications.

Minimum skills in maintenance will be required from the employee retained for that position. If there is no sufficient work within a week to complete **forty** (40) hours, the Company may assign the employee to other duties, including production.

Appendix B – Rate of Pay

The wage rate for a job will be determined by the job level into which the job falls as set out above in Appendix A. For employees hired prior to ratification, the hourly rate for each job level shall be:

	Current	2021-01-10	2022-02-01	2023-02-01	2024-02-01	2025-02-01	2026-02-01
Base rate	\$17.65	\$18.20	\$18.60	\$19.00	\$19.40	\$19.80	\$20.30
Level 1	\$18.65	\$19.20	\$19.60	\$20.00	\$20.40	\$20.80	\$21.30
Level 1.5	\$19.65	\$20.20	\$20.60	\$21.00	\$21.40	\$21.80	\$22.30
Level 2	\$20.65	\$21.20	\$21.60	\$22.00	\$22.40	\$22.80	\$23.30
Level 2.5	\$21.15	\$21.70	\$22.10	\$22.50	\$22.90	\$23.30	\$23.80
Level 3	\$21.65	\$22.20	\$22.60	\$23.00	\$23.40	\$23.80	\$24.30
Level 3.5	\$22.15	\$22.70	\$23.10	\$23.50	\$23.90	\$24.30	\$24.80
Level 4	\$22.65	\$23.20	\$23.60	\$24.00	\$24.40	\$24.80	\$25.30
Level 5	\$27.15	\$27.70	\$28.10	\$28.50	\$28.90	\$29.30	\$29.80
Level 6	\$28.10	\$28.65	\$29.05	\$29.45	\$29.85	\$30.25	\$30.75
Level 7	\$29.00	\$29.55	\$29.95	\$30.35	\$30.75	\$31.15	\$31.65
Level 7.5	\$39.26	\$39.81	\$40.21	\$40.61	\$41.01	\$41.41	\$41.91
Level 8			As per the chart outlined below				
Level 9							
Level 10							
Level 11							
Maintenance Group 1	\$47.19	\$47.74	\$48.14	\$48.54	\$48.94	\$49.34	\$49.84
Maintenance Group 2	\$37.30	\$37.85	\$38.25	\$38.65	\$39.05	\$39.45	\$39.95
Maintenance Group 3	\$40.30	\$40.85	\$41.25	\$41.65	\$42.05	\$42.45	\$42.95
Maintenance Group 4	\$40.42	\$40.97	\$41.37	\$41.77	\$42.17	\$42.57	\$43.07
Maintenance Group 5	\$33.45	\$34.00	\$34.40	\$34.80	\$35.20	\$35.60	\$36.10

As per agreement between Olymel and the Union, the maintenance jobs shown in the groups below are affected by the respective rates shown, following the results of the wage survey.

Groups	Jobs	Rate
1	Journeyman Power Engineer Class 2, Refrigeration mechanic	\$47.74
2	Journeyman Power Engineer Class 3	\$37.85
3	<u>Ticketed:</u> Electrician, Millwright, Welder, Refrigeration operator	\$40.85
4	I.T.	\$40.97
5	Fourth Class Power Engineer	\$34.00

An employee with less than twenty-four (24) months of service who works on a higher level job than the base rate, will receive **their** wage rate as per the above progression schedule plus the difference between the wage rate level of the job to which **they are** assigned and the base rate. In the event that it should become necessary to increase the above mentioned hiring and progression rate during the term of the Collective Agreement, the Company and the Union will meet and discuss the matter. As agreed by both parties Maintenance Trades persons will be hired at the applicable job rate.

All employees hired after April 22nd, 2016:

	Current	2021- 01-10	2022- 02-01	2023- 02-01	2024- 02-01	2025- 02-01	2026- 02-01
Base rate:							
Hiring	\$15.65	\$16.20	\$16.60	\$17.00	\$17.40	\$17.80	\$18.30
After 520 worked hours	\$15.90	\$16.45	\$16.85	\$17.25	\$17.65	\$18.05	\$18.55
After 2080 worked hours	\$16.15	\$16.70	\$17.10	\$17.50	\$17.90	\$18.30	\$18.80
After 3120 worked hours	\$16.40	\$16.95	\$17.35	\$17.75	\$18.15	\$18.55	\$19.05
After 4160 worked hours	\$16.60	\$17.15	\$17.55	\$17.95	\$18.35	\$18.75	\$19.25

Level 1:							
Hiring	\$16.65	\$17.20	\$17.60	\$18.00	\$18.40	\$18.80	\$19.30
After 520 worked hours	\$16.90	\$17.45	\$17.85	\$18.25	\$18.65	\$19.05	\$19.55
After 2080 worked hours	\$17.15	\$17.70	\$18.10	\$18.50	\$18.90	\$19.30	\$19.80
After 3120 worked hours	\$17.40	\$17.95	\$18.35	\$18.75	\$19.15	\$19.55	\$20.05
After 4160 worked hours	\$17.60	\$18.15	\$18.55	\$18.95	\$19.35	\$19.75	\$20.25
Level 1.5:							
Hiring	\$17.65	\$18.20	\$18.60	\$19.00	\$19.40	\$19.80	\$20.30
After 520 worked hours	\$17.90	\$18.45	\$18.85	\$19.25	\$19.65	\$20.05	\$20.55
After 2080 worked hours	\$18.15	\$18.70	\$19.10	\$19.50	\$19.90	\$20.30	\$20.80
After 3120 worked hours	\$18.40	\$18.95	\$19.35	\$19.75	\$20.15	\$20.55	\$21.05
After 4160 worked hours	\$18.60	\$19.15	\$19.55	\$19.95	\$20.35	\$20.75	\$21.25
Level 2:							
Hiring	\$18.65	\$19.20	\$19.60	\$20.00	\$20.40	\$20.80	\$21.30
After 520 worked hours	\$18.90	\$19.45	\$19.85	\$20.25	\$20.65	\$21.05	\$21.55
After 2080 worked hours	\$19.15	\$19.70	\$20.10	\$20.50	\$20.90	\$21.30	\$21.80
After 3120 worked hours	\$19.40	\$19.95	\$20.35	\$20.75	\$21.15	\$21.55	\$22.05
After 4160 worked hours	\$19.60	\$20.15	\$20.55	\$20.95	\$21.35	\$21.75	\$22.25
Level 2.5:							
Hiring	\$19.15	\$19.70	\$20.10	\$20.50	\$20.90	\$21.30	\$21.80
After 520 worked hours	\$19.40	\$19.95	\$20.35	\$20.75	\$21.15	\$21.55	\$22.05
After 2080 worked hours	\$19.65	\$20.20	\$20.60	\$21.00	\$21.40	\$21.80	\$22.30

After 3120 worked hours	\$19.90	\$20.45	\$20.85	\$21.25	\$21.65	\$22.05	\$22.55
After 4160 worked hours	\$20.10	\$20.65	\$21.05	\$21.45	\$21.85	\$22.25	\$22.75
Level 3:							
Hiring	\$19.65	\$20.20	\$20.60	\$21.00	\$21.40	\$21.80	\$22.30
After 520 worked hours	\$19.90	\$20.45	\$20.85	\$21.25	\$21.65	\$22.05	\$22.55
After 2080 worked hours	\$20.15	\$20.70	\$21.10	\$21.50	\$21.90	\$22.30	\$22.80
After 3120 worked hours	\$20.40	\$20.95	\$21.35	\$21.75	\$22.15	\$22.55	\$23.05
After 4160 worked hours	\$20.60	\$21.15	\$21.55	\$21.95	\$22.35	\$22.75	\$23.25
Level 3.5:							
Hiring	\$20.15	\$20.70	\$21.10	\$21.50	\$21.90	\$22.30	\$22.80
After 520 worked hours	\$20.40	\$20.95	\$21.35	\$21.75	\$22.15	\$22.55	\$23.05
After 2080 worked hours	\$20.65	\$21.20	\$21.60	\$22.00	\$22.40	\$22.80	\$23.30
After 3120 worked hours	\$20.90	\$21.45	\$21.85	\$22.25	\$22.65	\$23.05	\$23.55
After 4160 worked hours	\$21.10	\$21.65	\$22.05	\$22.45	\$22.85	\$23.25	\$23.75
Level 4:							
Hiring	\$20.65	\$21.20	\$21.60	\$22.00	\$22.40	\$22.80	\$23.30
After 520 worked hours	\$20.90	\$21.45	\$21.85	\$22.25	\$22.65	\$23.05	\$23.55
After 2080 worked hours	\$21.15	\$21.70	\$22.10	\$22.50	\$22.90	\$23.30	\$23.80
After 3120 worked hours	\$21.40	\$21.95	\$22.35	\$22.75	\$23.15	\$23.55	\$24.05
After 4160 worked hours	\$21.60	\$22.15	\$22.55	\$22.95	\$23.35	\$23.75	\$24.25

Appendix C – Lead Hand and Trainers

The Company agrees to post lead hand and trainer job openings for informational purposes only. Interested persons may apply for such openings and the job will be awarded by mutual agreement between the Company and a designated Union Official. The Company and the Union will develop and implement a selection process to ensure the most qualified candidate meeting the agreed criteria is chosen. However, if the parties cannot mutually agree within seventy-two (72) hours after the Union has been informed of an individual selection for a lead hand and trainer position, the Company will retain the right to place its selection into the lead hand and trainer position.

The Union reserves its right to challenge the selection based on the chosen criteria.

Once an employee has been chosen and gone through the qualifying period, the Company will, from time to time, evaluate the performance of a lead hand and trainer.

If the performance of the employee does not meet the required standards, the employee will be given a ninety (90) days period to improve and correct the situation. Within that ninety (90) days period, the Company will review the situation with the employee every thirty (30) days. At the end of the ninety (90) days period the employee will be taken off the job if **they** still do not meet the required standards.

In no circumstances shall a lead hand hire, layoff, suspend, discharge, exercise other discipline, transfer employees to other departments, or reduce hours.

The Lead Hand shall coordinate the work and assist in training, familiarization, and safety.

Pork Cut, Kill Floor, and Shipping Lead Hands ***and Trainers*** shall be paid the job level 4 ***plus fifty (\$0.50) cents per hour. All other Lead Hand shall receive*** twenty (\$0.20) cents per hour above the highest job class rate of pay in ***their*** designated area.

Trainers are not assigned to a specific production area and they will report to the Human Resources Manager or ***their*** delegate.

Appendix D – Employee’s Documentation – Sick Leave or WCB

When an employee’s documentation has lapsed (sick leave or WCB), the Company will attempt to make contact with the employee. If unable to contact the offending employee, the Union will be notified.

The notification of the Union will be delivered in person to any **Union Labour Relations Officer**. The identity of the **Union Labour Relations Officer** and the date and time of the notification will be initialled by that representative.

Failure to provide documentation or contact the Company to give information would then lead to the imposition of discipline which would occur twenty-four (24) hours after the time the Steward was provided the “in-person” notice referred to above; subsequent incidents will occur with each succeeding twenty-four (24) hours period: i.e.

- a verbal warning twenty-four (24) hours after the in-person notification;
- a written warning forty-eight (48) hours after that in-person notification;
- a one (1) day suspension seventy-two (72) hours after the in-person notification;
- a five (5) days suspension ninety-six (96) hours after the in-person notification;
- termination one hundred twenty (120) hours after the in-person notification.

Each twenty-four (24) hours period referred to above will be calculated with respect to work days only: i.e. twenty-four (24) hours period covering work days only and excluding non-work days like weekends and Statutory Holidays.

Appendix E – Maintenance Apprenticeship Program

1. Apprenticeship Programs

Olymel intends to further the development and retention of its trade workforce (electrician, welder, steam engineer, refrigeration, industrial mechanic/millwright, plumber, and any others which the Union and Management decides are needed). The Company recognizes the benefits of promoting the development of production employees into trade positions as operational needs and opportunities permit. Apprentices are selected from the Maintenance Helper and advanced helper positions based on their ability to qualify at the time of selection, which is generally based on current Provincial Apprenticeship Programs and the criteria below. The Company will use several factors in awarding apprenticeship positions including aptitude, suitability, and seniority. The number of available positions will be based on operational requirements.

Selection Process

To be considered, applicants must successfully pass (as pre-determined by the Company) each Screening stage of the selection process for the Apprenticeship Program as set outlined below:

- 1. Prerequisite Review**
- 2. Aptitude Test**
- 3. Physical Demands Assessment**
- 4. Interview - The Company will use several factors in awarding Helper positions including aptitude, suitability, and seniority.**
- 5. The number of available positions will be based on**

operational requirements.

1. Prerequisite Review

The company will initially review each applicant to ensure they meet the prerequisite requirements to enter the program. An applicant will be initially considered based on absenteeism and education, which are our first criteria, as set out below.

Absenteeism and Suitability

The review of absenteeism and suitability is based on matters of record. Absenteeism is tracked through the Company absenteeism tracking system based on the preceding twelve (12) months.

Education

Applicants must meet the education requirements of the Apprenticeship and Industry Training Act and will be required to provide certified true copies of their mark transcript(s) from their educational institution(s). Applicants must also complete and demonstrate success in, any current government-sanctioned evaluation programs as may be required.

2. Aptitude Testing

The candidate must successfully complete a series of aptitude tests based on standardized testing. (The Canadian Adult Achievement Test - CAAT). The test includes numerical ability, visual pursuit, assembly, mechanical reasoning. Candidates must achieve a minimum pass score to continue their eligibility for selection.

One opportunity for re-testing is available after six (6) months of the original test date.

Each applicant will be given two (2) opportunities for re-testing. Each opportunity is available after a minimum of three (3) months from the last test date.

3. Physical Demands Assessment

The applicant must be able to perform the bona fide occupational requirements of the position. A qualified Health Professional will conduct a physical demands assessment to enable the applicant to demonstrate their ability to do the physical requirements of the job. The Health and Safety Manager will be notified whether a candidate is fit without limitations to perform the regular tasks associated with the job. If the candidate fails to meet the standard, they will be disqualified from further consideration. If the employee re-applies in the future, a subsequent physical demands assessment must be undertaken.

4. Interview

The Selection Committee (consisting of Company and Union Representatives) will interview each of the pool of candidates. Applicants will be interviewed on their motivation, commitment, and ability to meet the requirements of the program. The candidates' interviews will be scored by each Selection Committee member.

An average of the two (2) scores will determine the final score.

The successful candidate for the helper position will be the person who successfully passes all screening stages and has the overall highest score. In the event of tie scores, seniority will be the final deciding factor.

(a) Apprenticeship Program

Apprentices will be selected from the Maintenance Helper and advanced helper group. If no Maintenance Helper or Advanced Maintenance Helper wishes to apply, or is not qualified for an apprenticeship that is being offered, that apprenticeship would then be posted and the selection will follow the same selection criteria as outlined below for the Maintenance Helper and Advanced Maintenance Helper positions.

The Company will interview those applicants meeting the interview criteria. The Company will use several factors in awarding apprenticeship positions including aptitude, suitability, and seniority. Seniority shall be a deciding factor if all else is relatively equal.

General Administration of selected Apprentices:

Probation: There will be a six (6) month probationary period for all employees entering the apprentice program. During this period, if the employee doesn't display the suitability and necessary aptitude for the particular trade, as evaluated by the committee, they may be returned to their former job without loss of seniority.

Registration: Once the candidate has been accepted in the program they will be registered as an apprentice

and they will be required to authorize the release of information to the Company to obtain results of apprenticeship school progress.

Prior Learning Assessment Recognition (PLAR): Once a candidate has been accepted into the program the apprentice may seek PLAR from the apprenticeship branch to determine the level of technical training they should begin their apprenticeship.

Formal Training: In-school training will be provided in the most suitable program(s). The Company reserves the right to ensure that the scheduled time for employees to be away does not overlap with other scheduled offsite apprenticeship training. If a trainee fails to make reasonable progress in the trade as evaluated by their Supervisor, or to successfully complete each segment of the in-school program, the matter will be referred to the committee and the trainee may be disqualified from continuing in the program or working in the trade. The employee will be immediately removed from the department and reassigned in the plant, while maintaining plant seniority.

Rate of Pay: The rate of pay for trainees will be in accordance with their progress in the program. Wage rates will be in accordance with Appendix B.

Job assignments: An apprentice may be required at times to work independently. This independent work will be within the apprentice's capabilities as determined by their Supervisor and overseeing tradesperson, in accordance with Apprenticeship and Industry Training Act.

Identification of Apprenticeships

The Company reserves the right to identify apprenticeship to be offered. The positions will only be offered when the Company has identified a requirement.

Some of the required trade programs will require modification to ensure that the trainees learn special tasks required by Olymel.

Apprenticeship Training

Where applicable, Trainees will be required to attend in-school training sessions at one of the community colleges. Where none are available, they will be required to attend courses presented by the Company or take selected correspondence, online, or home study courses. In-plant practical training will be provided by exposing the trainee to the jobs pertaining to their trade.

General Principles for the Apprenticeship Program

While on probation, the incumbent must acquire a basic set of trade related tools within thirty (30) days of acceptance into the program. The Company shall supply a list of the required basic tools. Once indentured, the apprentice will be expected to acquire more tools as needed in order to effectively perform their job.

The progress of each trainee will be recorded and kept on file by the Maintenance Supervisor or Maintenance Manager.

The apprentice will not cause a layoff of another licensed trades person.

Prior to completion of the Apprenticeship Program, the Company will determine whether the individual shall remain with the Company in the role of Journeyman. Apprentices will be given a notice of permanent hire or of termination two (2) months in advance of the completion of their apprenticeship. The effective date of the termination will be four (4) months after the issue date on the notice.

Appendix F – Modified Duty Placement Article 12.14

The Company and the Union agree that there will usually be no more than **two** (2) jobs at any one time, on a modified duty placement sheet, this will facilitate the process of recovery by allowing the follow up of the placement to insure the quickest recovery possible and to identify problem placements if the recovery is not proceeding.

Appendix G – Foreign Worker’s Program and English As A Second Language Under the Provincial Nominee Program

As per our agreement the Union and the Company will supervise the E.S.L. instructors to set up, implement, and continue with AINP.

- The Union Training Center will be used whenever possible to provide initial orientation and training here. Although at times it may not be possible.
- The Company will be responsible for the payment of wages, benefits, and any other costs associated with running these educational seminars.
- The education material will be provided by the Company at the Company’s cost.
- The issue of transportation will be mutually agreed to and will be at the Company’s expense.
- The Company shall provide, at their cost, the educational facilities needed outside of the UFCW **Local 401** Training Room for when the training room is not available.

The scheduling of instructional time will be in accordance to the Collective Agreement. Any other issues not addressed will be negotiated and agreed to.

Appendix H – Foreign Recruitment Initiative

The following represents an understanding reached between Olymel and United Food and Commercial Workers **401** as it relates to foreign recruitment initiative. There will be no new foreign recruitment unless specifically agreed to in writing by the Union.

1. In order for the Company to continue operations effectively, Olymel S.E.C./L.P. is committed to build on its' International recruitment success through employment of Temporary Foreign Workers (TFW) as a supplement to domestic hiring. Immigrant recruitment is one of our key organizational staffing strategies which will continue to play a part of our Red Deer staffing plans for the foreseeable future, and includes providing opportunities for foreign workers to retain their employment through Alberta Immigrant Nominee Program (AINP).
2. Housing will be arranged and have access to public transportation. The lease of no longer than six (6) months will be in the Company's name, and following that, Olymel will pay the rent to the property company and deduct the rent from the cheque of the employee bi-weekly. The housing will be fully furnished. At the end of the six (6) months lease, affected workers will have the opportunity to renew the lease, or go their separate ways. The rent per individual will fall within government guidelines. Rent includes utilities with the exceptions of cable and telephone.
3. UFCW will provide an English program if required, ensuring that it complies with the requirements of the Alberta Immigrant Nominee Program (AINP). Compensation for the training will be arranged between the parties.
4. Issues will be addressed between the Company and the Union.

5. In all cases, the Company will provide return transportation to the country of origin. As agreed, in making such arrangements in writing with the returning foreign worker, the Company will give a thirty (30) days notice from the date of this letter to reply in regards to such arrangements. If the Company has not heard back from such foreign worker by the expiry of the thirty (30) days notice, the Company will no longer be responsible for the return flight to the worker's home country.
6. The Company will make arrangement with a local physician to ensure health care is accessible. If medical attention is required prior to receiving the Alberta Health Care cards, the physician can bill the Company. The Company will then seek reimbursement from Alberta Health Care.
7. The Company will ensure that information is presented and explained in reference to all deductions (Taxes, CPP, EI, Union Dues, etc.) and rates of pay, progression prior to the employment contract being signed by the worker.
8. Olymel will put forth all candidates for entrance into the AINP or equivalent as soon as possible but no later than three (3) months after arrival. The immigration and landed citizen requirements will be explained to them and their relatives and/or dependents.
9. If either the government stops the Temporary Foreign Worker Program, or changes the program to stop the landed citizen immigration status or if the unemployment rate increases by two (2) percentage points or more the program will be open for review, with the understanding that it is to supplement domestic hiring not replace it.
10. Our recruiting effort is aimed at having all workers who are hired have the suitability and criteria of the AINP in mind.

11. This letter is enforceable through the Collective Agreement and is incorporated onto it.
12. It is clearly understood and agreed that all workers must have a vested interest in the plant.
13. Any worker in the AINP program who is terminated will not have notice of termination sent to government officials or consulates until after 3rd step grievance meeting has been concluded.

Appendix I – Maintenance Wage Survey

In order to establish rates of pay for the Maintenance Ticketed Journeymen (Groups 1, 2, 3, and 4 as proposed), the Company and the **Union** will perform an annual maintenance wage survey of approximately **ten** (10) relevant labour market competitors. The purpose of the survey is to ensure that Maintenance Ticketed Journeymen employed, are competitively paid so that the Olymel Red Deer plant attracts and retains its skilled maintenance workforce. It is understood that the companies used may change from year-to-year to ensure the relevant labour market is considered.

The following criteria will be used to select which companies to survey:

- (i) Preferably, unionized companies in food industries that are in direct competition for skilled trades within Alberta;
- (ii) The Company must be able to reasonably verify and validate the wage information;
- (iii) The selection of the companies should not be used for the purpose of manipulating the outcome of the survey;
- (iv) The companies surveyed should employ certified skilled trades, performing work consistent with that certification.

The positions of the required licensed skilled trades, as determined by the Company will be benchmarked at each of the identified companies surveyed. The highest and the lowest rates will be removed, and the remaining rates will be averaged. If this average is more than **two and one half (2.5%) percent** above the Olymel rate for the same position, then the Olymel rate will be adjusted to this average.

In order to continue receiving the benefit of the Maintenance Wage Survey, the respective employees must commit to upgrading their skills

to ensure they are working toward proper certification in the jobs they are performing.

This survey will be completed within thirty (30) days of the ratification of the Collective Agreement and thereafter on January 15th of each year, with any required adjustments effective the first pay period in February of that year. It is understood that the general wage increase or the result of the survey, whichever is greater, shall apply.

These amendments shall be incorporated into the Collective Agreement between the above parties.

Appendix J – Suspensions

An employee receiving a **one** (1) day suspension will have the remainder of that day applied as the **one** (1) day suspension and will return the following day at the employee's regular start time. The **one** (1) day suspension will go on disciplinary record as a **one** (1) day suspension.

For suspensions longer than **one** (1) day, the first day of suspension will be the remainder of that day with the employee returning at their normal start time at the end of that particular amount of time.

Example: 1 day
 Suspension at 09:30 – return to work: 06:00 (regular start time)

Example: 3 days
 Suspension at 09:30 – return to work: remainder of 1st day and 2 full days returning at regular start time

Verbal Warnings on Employee's Disciplinary Records

All verbal warnings attached to progressive disciplinary actions, shall be removed from an employee's record after a six (6) month period. This understanding does not apply to the attendance policy, which has a rolling calendar application.

Letters of Understanding

Letter of Understanding #1 – Maintenance Helper Advanced

HOW TO ACHIEVE MAINTENANCE HELPER ADVANCED FROM MAINTENANCE HELPER

This helper will be evaluated after the first six **(6)** months and every six **(6)** months thereafter. After the first evaluation the helper may be further evaluated at the request of employee or **their** Supervisor at any time.

The Shop Steward will be present during explanation of evaluations. We look for the following qualities in this position:

- self starting, highly motivated individual;
- capable of meeting the challenges which come up in the routine maintenance of the plant.
- also able to work without supervision quickly and conscientiously.

In the event that it is felt after evaluations that Maintenance Helper would not be able to achieve Maintenance Helper Advances, this helper would be told by the Supervisor so that **they** may choose other goals.

**Letter of Understanding #2 – Health and Safety of Union Members
During the COVID-19 Global Pandemic**

- 1. The parties recognize employee safety is of paramount value. The parties agree to abide by directions issued by governments and public health authorities. In addition, while there remains a risk from the Novel Coronavirus (COVID-19), the parties agree to weekly meetings of the plant joint health and safety meetings as required by the circumstances. These meetings may also include all concerned parties such as CFIA, OH+S, Quality Control and Healthcare. All participants in joint health and safety meetings are expected to advocate for and communicate safe work practices.***

Upon the declaration of a positive case of COVID-19 exists in the workplace, an emergency Joint Health and Safety Committee meeting will take place. In the event of a plant visit from Occupational Health and Safety, Alberta Health Services, Workers Compensation, or other organizations, the Union shall be notified to participate.

Any modifications to workplaces, changes in PPE, additional security, screening measures and/or changes to workflow or working conditions shall involve the Union Labour Relations Officer.

The Company agrees that in the current environment associated with COVID-19, discipline will be measured according to the stresses of the environment.

- 2. Personal Safety Leave – COVID-19 continues to be a real threat to the health of employees and may create a high level of anxiety among workers. So long as a global pandemic continues to be in effect, employees may feel fearful and unsafe coming to work for a variety of reasons, including but***

not limited to, a medical condition that places their health and life at risk, the health and welfare of a child, parent, spouse, or someone living in the employee's household, an outbreak declared at the workplace, etc.

If an employee approaches Management or the Union expressing concerns about the threat of COVID-19, a concerted effort with the Union and the Company will be made to try and address those concerns and may approve a leave of absence for the employee.

If there is a change in PPE, including addition, removal, or type of PPE provided to employees, the Company will meet with the Union to discuss.

- 3. If there is positive confirmed case of COVID-19 in the workplace, the Company shall provide the Union with all relevant information including name and contact information (upon approval by the employee), last day worked, and expected return to work, etc. This information will be treated with the utmost confidence.***

This Letter of Understanding shall remain in effect until Health Canada declares the end of the COVID-19 pandemic.

Letter of Agreement #1 – Temporary Annual Seniority Bonus

CONSIDERING that, Olymel has given notice to the Union of its intention to cease paying an annual bonus to employees hired prior to April 22nd, 2016;

CONSIDERING that, the Union has requested that Olymel take the effects of the termination of this plan on the more senior employees, into consideration;

CONSIDERING that, the parties have agreed on a Temporary Annual Seniority Bonus, to compensate for the notice period;

THE COMPANY AND THE UNION AGREE AS FOLLOWS:

- 1. All employees hired on or before April 22nd, 2016, and were previously qualified for this bonus, will receive one hundred (\$100.00) dollars per year of service, to be paid no later than the following dates:**
 - December 15th, 2021;**
 - December 15th, 2022;**
 - December 15th, 2023;**
 - December 15th, 2024;**
 - December 15th, 2025;**
 - July 1st, 2026.**
- 2. This LOA is contingent on a ratification of the tentative Collective Agreement that was reached on December 18th, 2020 between the parties;**
- 3. This Temporary Annual Seniority Bonus shall be terminated once the final scheduled payment is completed;**
- 4. This Letter of Agreement is in effect upon ratification of the Collective Agreement and shall expire on July 15th, 2026.**

Signed this _____ day of _____ 2021.

Olymel S.E.C. / L.P.

United Food & Commercial
Workers **Canada** Union, Local No.
401:

For the Company:

For the Union:

Rob Ackerblade
Peter McCulley
Marlene Mielke
Yves Marchand

Johanne Alexander
Amanda Bischler
Mario Carbajal
Mohamed Kanu
Louise Mah
Alexis Pastor
Lee Simms
Tony Evangelista
Larry Zima
Ricardo de Menezes

This Agreement was ratified on January 8th, 2021.