

Collective Agreement

between

**The United Food and
Commercial Workers Canada
Union, Local No. 1118**



and

Trochu Meat Processors Ltd.

July 11, 2016 to December 31, 2018

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(hereinafter referred to as the “Union”)



and

Trochu Meat Processors Ltd.
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ARTICLE 1: PURPOSE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees, consistent with the Company's core values. The Company and the employees jointly recognize the continuing need for maintaining efficient production in the industry at all times and the necessity of rendering efficient service, recognising a mutual responsibility and pledge full cooperation to that end. The parties agree to act reasonably 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 employees.
- 1.02 The Company and the Union agree to supply a copy of this Agreement to each employee of the Company affected thereby.

ARTICLE 2: RECOGNITION

- 2.01 The Collective Agreement covers those employees whose bargaining rights are included under Certificate No. 204-2014. For clarity, it is understood and agreed that Supervisors and above would be excluded.
- 2.02 An employee shall not engage in Union business during working hours without the prior approval of the Company.
- 2.03 The name of the Union Representatives shall be supplied in writing to the Company before they are recognized as Union Representatives.
- 2.04 The Company or anyone authorized to act for it recognizes the Union as the sole collective bargaining agent as certified by the Labour Relations Board for the Province of Alberta, for its employees covered by this Agreement.
- 2.05 The Company agrees to provide to the Union all social insurance numbers, dates of hire, addresses and contact information to the Union in an electronic format.

- 2.06 The Company agrees to ensure its employees can obtain all the benefits of being a member of UFCW Local 1118; therefore, a term and condition of employment is the requirement to be a member of UFCW Local 1118.
- 2.07 The Company agrees to provide each new employee at the time of employment with a Union membership application and to provide the Union a copy of the membership application signed by the employee within fourteen (14) days. The Company further agrees to provide the Union, once a month, with a list containing the names of all employees who have terminated their employment during the previous month.
- 2.08 The Company agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, dues, assessments and initiation fees as authorized by regular and proper vote of the membership of the Union. The regular dues will be deducted from each bi-weekly pay cheque.

2.09 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.

2.10 **Access, Union Representative**

The authorized representative of the Union, after obtaining the consent, which shall not be unreasonably withheld, of the Plant Manager or his designate shall be permitted to enter the plant covered by this agreement for the purpose of observing the performance of this agreement and interviewing employees regarding complaints or grievances and any other matters that may have arisen.

2.11 **Bulletin Board**

The Company shall supply bulletin boards for the use of the Union for the posting of notices of official Union business, such notices to be approved by the Management.

2.12 The Company agrees that there will be no discrimination against any

employee because of lawful Union activities.

- 2.13 The Company shall post updated seniority lists every two (2) months and supply a copy to the Union.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.01 The Company retains all rights, functions, powers and authority of management except where expressly limited by the terms of this Collective Agreement.

ARTICLE 4: SENIORITY

- 4.01 Seniority shall be defined as the length of continuous service dating from the employee's most recent date of hire.

Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:

- (a) when an employee resigns or is terminated from his position with the Company; or
- (b) when an employee is absent from work for more than three (3) days without the approval of the Company, except where the employee, acting reasonably, was

unable to attend work or notify the Company of the employee's inability to attend; or

- (c) when, for more than three (3) days, the employee does not return from leave of absence or vacation as scheduled, except where the employee, acting reasonably, was unable to attend work or notify the Company of the employee's inability to attend; or
- (d) when the employee does not return from layoff within the later of, five (5) days of receipt or refusal of a registered recall letter, or the date of recall stated in the letter; or
- (e) upon the expiry of twelve (12) months following layoff during which time the employee has not been recalled to work.

Upon an employee accepting promotion outside the bargaining unit, the Company will inform the Union by letter as to the date of acceptance. If said employee returns to the bargaining unit within three (3) months, the employee will suffer no loss of seniority.

4.02 **Probationary period**

- (a) All employees shall be on probation for three (3) months from the date of last hire. During the probationary period the Company may terminate an employee for any reason at its discretion, which shall not be subject to a grievance nor require any notice, payment in lieu of notice or other severance compensation to the probationary employee.

- (b) The Company may, with mutual consent from the Union, extend a probationary employee's probation for up to a further three (3) months. While the Company reserves its above stated right to terminate at any time during this extended probation at its discretion with no recourse to a grievance procedure, the Company will provide the employee with one (1) week's notice or one (1) week's payment of wages in lieu of notice, less the required deductions and withholdings, if terminating the employee at its discretion during

the probation extended past the original three (3) months.

4.03 **Part-Time Employees**

Part-time employees shall mean an individual who is consistently scheduled to work less than 30 hours per week.

Part-time employees who transition to full-time shall have their seniority calculated by converting their total hours worked to days of seniority on the full-time seniority list (*i.e. employee with eight hundred (800) hours will equal twenty (20) weeks of full-time seniority. The seniority date will be twenty (20) weeks prior to being awarded the job*).

When posting from full-time to part-time status, an employee's full-time seniority shall freeze, effective the first part-time shift. No full-time seniority shall be carried over as a part-time employee.

While part-time employees do not accrue seniority, all other terms and conditions of the Collective Agreement apply, save and except the following:

- Healthcare Spending Account;
- Personal Days;
- Benefits; and
- RRSPs.

Part-time employees' vacation will be dealt with as vacation pay of 4% increasing to 6% after five (5) consecutive years of employment.

The Company may hire up to ten percent (10%) of the workforce as part-time employees.

ARTICLE 5: HOURS OF WORK, SHIFT SCHEDULING

- 5.01 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. Normally in the week following a statutory holiday, there will also be a 4 hour Saturday shift.
- 5.02 The general start time for the kill, cut and pack off departments shall be 6:00am, and the general quitting time shall be 2:50pm. However, it is understood that employees assigned to certain tasks will start prior to, or after, 6:00 am, with their quitting time

adjusted accordingly such that the total paid time for the shift is 8 hours. While the Company has the final decision on exact start and end times for specific task shifts, the Company agrees to consult with the Union and the affected employees, to maximize efficiencies and minimize backlog and down time.

5.03 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 of schedule. When the schedule is changed on a permanent basis, the Company will notify the Chief Shop Steward, and a copy will be sent electronically to the Union Office at least five (5) working days prior to the change in schedule.

5.04 Employees, when they report for work, shall be guaranteed at least three (3) 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.

- 5.05 An employee who, after leaving the Company's premises, is specially called in at any time outside his normal working hours shall be through when the emergency is over, but shall nevertheless be paid a minimum of three (3) hours pay at the applicable rate.
- 5.06 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 at the rate of one and one-half times (1½) their regular rate of pay until the expiration of the twenty-four (24) hours' notice.
- 5.07 All employees will only swipe their own time card as they are entering the production area.
- 5.08 To allow enough time for employees to get to their work station and be prepared, employees must swipe in at least four (4) minutes prior to the start of their shift but in no case, earlier than thirty (30) minutes prior.
- 5.09 Employees who are not prepared to commence their duties (i.e. do not have

their necessary working materials and clothing), will be deducted time to the minute. Employees will not be paid to clean up at the end of the day with the understanding that the last four (4) minutes of their shift are intended to cover clean up time.

5.10 Rest Periods

The thirty (30) minute lunch break is deemed an unpaid break.

Employees are paid for a twenty (20) minute coffee break, midway before lunch.

A further unpaid twenty (20) minute coffee break is also provided during the normal 8-hour shift, midway after lunch.

While it is understood that break times may be altered due to breakdowns, each work period must not be more than two and one-half (2½) hours.

5.11 Meal Allowance

When an employee works in excess of ten (10) hours they shall receive a second paid meal period of one half hour, and the meal shall be provided

free of charge by the Company. If due to circumstances the Company does not provide a meal, the Company will pay the employee an additional ten dollars (\$10) in lieu of a meal.

5.12 **Overtime**

- (a) All time worked over eight (8) hours per day or forty (40) hours per week shall be paid at time and a half (1 ½) of the employee's regular rate.
- (b) The method to be used to select employees to work any necessary voluntary overtime will be by department on a voluntary basis by seniority, but in the event the number required is not obtained by this method, it will be offered to senior qualified employees within the plant. If the overtime is not filled, it will be mandatory for employees in the reverse of seniority order, within the department.
- (c) Mandatory overtime will be limited to two (2) hours per day and ten (10) 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.

- (d) When overtime is necessary, the Union Steward of the department shall be notified.
- (e) The Company will not offer the overtime to employees absent for statutory holidays and vacation.

ARTICLE 6: WEEKLY GUARANTEE

6.01 Unless notified of a layoff on or before Saturday of the prior week, all regular full-time employees will receive a weekly guarantee in the amount of thirty-six (36) hours pay at their straight time rate, provided, however, the Company may change the weekly guarantee to thirty-two (32) hours in a maximum of five (5) consecutive days (Monday through Friday), not more than ten (10) times per calendar year, provided the Company gives notice of intent to reduce the guarantee by Friday of the preceding week.

Holiday pay will be considered part of the thirty-six (36) or the thirty-two (32) hours guaranteed pay, whichever is applicable.

- 6.02 The guaranteed work week shall apply only to regular full-time employees who commence work on the first scheduled day of the work week. Employees displaced because of operations of the seniority provisions shall receive pay for only those hours worked in the week hired or displaced.
- 6.03 The weekly guarantee can be reduced by the period of time of equipment breakdown, power outage and interruption of water supply (i.e. if equipment breakdown causes one (1) hour of lost production, the weekly guarantee will be reduced from thirty-six (36) to thirty-five (35) hours).

ARTICLE 7: CLOTHING, EQUIPMENT AND TOOLS

- 7.01 Launderable outer work clothing, aprons and 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.

7.02 The Company will provide Maintenance employees with tools required to perform their daily tasks.

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 furnish heavy tools. All tools furnished shall remain Company property. An employee causing loss or damage to such tools beyond normal wear and tear shall be responsible for the cost of replacement.

7.03 Personal protective clothing and equipment shall be furnished to employees as required without charge according to following list:

Hard hat, hair net, ear plugs, safety glasses, safety goggles, smocks, mesh aprons, rubber aprons, plastic (hard) arm guards, neoprene sleeves, mesh gloves, rubber gloves, cotton gloves, steels, scabbards, knives, utility knife, holder, and face shield.

Employees will be supplied with equipment in accordance with specific

job requirements including any additional equipment which may not be listed above.

7.04 **Boots**

- (a) 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.
- (b) Any employee who chooses not to wear the Company-provided rubber boots will be granted one (1) footwear allowance for the following:
- Production employees: A maximum of two hundred dollars (\$200.00) per year from the date of purchase.
 - Maintenance and Shipping employees: A maximum of two hundred and fifty dollars (\$250.00) per year from the date of purchase.

Employees will submit receipts to the Company to qualify for reimbursement.

ARTICLE 8: DEPARTMENTAL TRANSFERS AND TRAINING

8.01 Departmental Transfers

If an employee wishes to transfer between departments, they will sign a transfer request sheet. Prior to hiring any new employees, the Company will review all transfer requests and permit the departmental transfer by seniority.

The selected senior applicant must meet the job requirements within one month of training commencing, and if not, the Company may, at its sole discretion, return the applicant who has failed to meet the requirements back to their original position, and select the next most senior applicant.

8.02 Training Request Form

The Company will implement a training request form through the Human Resource Department.

- This request form would identify the level and department where training is being requested.
- All interested employees would sign up to request training at that specific level.

- Any training done would be based on seniority of those employees who signed the training request sheets.
- A copy of this form will be sent to the Union.

The selected senior applicant must meet the job requirements, for which they are training, within one month of training commencing, and if not, the Company may, at its sole discretion, cease training the applicant who has failed to meet the requirements, and select the next most senior applicant.

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

ARTICLE 9: STATUTORY HOLIDAYS

9.01 Ten (10) paid holidays shall be recognized as follows:

- New Year's Day,
- Alberta Family Day,
- Good Friday,
- Victoria Day
- Canada Day,

- First Monday in August (usually referred to as Civic Holiday).
- Labour Day,
- Thanksgiving Day,
- Christmas Day,
- Boxing Day.

If any of the paid holidays fall on a Sunday, the Monday following shall be observed as a holiday, and where Monday is also a holiday, the Tuesday will be observed as the holiday in lieu of Monday. If Christmas Day, Boxing Day or New Year's Day falls on a Saturday, the Friday preceding shall be observed and where Friday is also a holiday, the Thursday will be observed in lieu of Friday.

For employees that wish to observe Remembrance Day, the Company will endeavour to allow up to ten percent (10%) of the workforce to take an unpaid leave of absence on that day.

ARTICLE 10: VACATION

10.01 An employee becomes eligible for vacation after one (1) year and shall be granted vacation as follows:

- Two (2) weeks vacation annually

after one (1) year of service

- Three (3) weeks of vacation annually after five (5) years of service.

Pay for each week of vacation granted shall be on the basis of two percent (2%) of the gross earnings for each week of vacation. The Company agrees that employees are entitled to receive their vacation pay on the last day worked before commencing their vacation.

10.02 **Personal Days**

All full-time employees will accumulate the equivalent of five (5) paid personal days per year. Personal days will accumulate but are not allowed to be taken in the first three months of employment. Employees will be able to accumulate up to ten (10) days at any one time.

Part-time employees do not qualify for personal days.

10.03 **Vacation Scheduling**

Vacation requests will be scheduled by seniority within the departments

from January 1st to March 1st of each year. The Company will post an approved vacation schedule by March 15th every year.

All vacation requested after March 1, will be scheduled on a first come first serve basis.

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 commits to achieve a target of at least ten percent (10%) of the employees off on vacation at any time.

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.

ARTICLE 11: LEAVES OF ABSENCE

11.01 Bereavement Leave

In the event of death in the immediate family, the employee will be granted four (4) days leave with pay.

For the purpose of this clause, immediate family shall be one of

the following: spouse, daughter, son, mother, father, sister, brother, mother-in-law, sister-in-law, brother-in-law, father-in-law, stepparents, stepchildren, grandparents, grandchildren, legal guardian or ward.

In case of grandparents-in-law, son-in-law and daughter-in-law, aunt, uncle, or any relative living in the household of the employee, the employee shall be entitled to two (2) working days leave with pay.

11.02 Jury Duty

In the event an employee is called for jury duty, jury selection or is served a subpoena by the Crown, the Company agrees to make up the difference, if any, between the Jury Duty pay and the employee's regular weekly pay. The employee must notify his supervisor promptly when he is called. Any difference will be paid only on proof of attendance and the amount actually paid.

11.03 Union Leave

- a) Employees who are appointed to or elected to do business for the Union shall be granted leave of

absence without pay 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, if the employee fails to return to work after a period of six (6) months from the beginning of the leave of absence, the employee will cease to be employed by Sunterra. In the event an employee is granted a leave of absence under this section his benefits will be paid by the Company and the Union will reimburse the Company for all benefits.

- b) Upon request from the Union, the Company will grant employees unpaid leave of absence for Union business. The Union shall give the Company at least seven (7) days

notice, when possible, before the requested leave is to commence.

11.04 Collective Bargaining Leave

The Company shall allow three (3) employees time off without pay for the purpose of attending negotiations for the bargaining and renewal of the Collective Agreement.

ARTICLE 12: COMMITTEES

12.01 Occupational Health and Safety Committee

(a) An Occupational Health and Safety Committee shall be established within one (1) month of the signing of the Collective Agreement. The Union shall provide the names of up to three (3) employees, and the Company shall provide the names of up to three (3) appointed representatives to sit on the Occupational Health and Safety Committee. No employee shall suffer a loss of pay as a result of attending Committee Meetings or Committee Safety Tours.

(b) The function of the Occupational Health and Safety Committee

is to examine and make recommendations regarding Occupational Health and Safety matters. Minutes of all Committee meetings shall be taken and provided to both the Union and the Company.

12.02 Labour Management Committee

The Company and the Union are committed to establishing and maintaining a workplace for employees based on cooperation, mutual problem-solving, and respect for the individual. To assist in achieving this, a Labour Management Committee shall be formed.

The Labour Management Committee shall meet at least every two (2) months. The Labour Management Committee will deal with all issues of concern and mutual interest at the Plant except for the matters which are the subject of a grievance.

The Labour Management Committee shall consist of two (2) representatives appointed by the Union and two (2) representatives appointed by the Company. A Union Staff Representative

shall have the right to attend and participate in Labour Management Committee meetings.

ARTICLE 13: RRSP

13.01 Sunterra will contribute a pre-set amount of money into an RRSP of the employee's choice once annually (last pay period of the year) for employees who have celebrated their second anniversary (or higher) and are employed with Sunterra at the time the benefit is payable.

Employees must contribute a minimum of one hundred (\$100) dollars each year to the RRSP and provide the RRSP information to the Company's payroll department in order to be eligible.

The eligibility will be:

- 3rd year \$500.00
- 4th year \$600.00
- 5th year \$700.00
- 6th year \$800.00
- 7th year \$900.00
- 8th year \$1,000.00 max
- 9th year \$1,000.00 max and so on...

ARTICLE 14: HEALTH AND WELFARE - BENEFITS

14.01 Basic group benefit coverage will be provided on the first month following 4 months of employment to all full-time employees. This covers life insurance, dependant life insurance, accidental death and dismemberment, and long term disability. Each employee will be provided with a benefit booklet outlining all of the details of this group coverage and a copy will be sent to the Union. The premium costs will be paid by the employee. The group benefit coverage shall contain:

Life Insurance

- Employee - Two times the employees annual salary up to a maximum of \$100,000
- Spouse - \$10,000
- Child - \$5,000

Accidental Death and Dismemberment

- Double indemnity for accidental death
- Dismemberment – Specific to situation

Long Term Disability

- 60% of employee's monthly

salary up to a maximum of \$3,500 per month.

14.02 Healthcare Spending Account

A Health Care Spending Account (HCSA) will be provided on the first month following 4 months of employment for each employee.

On the first of the month following their four (4) month anniversary up to their one-year anniversary, the employee will be given an initial deposit of \$600. On each subsequent month, Sunterra will deposit \$125 per month into this account. It accumulates to a maximum balance of \$2,400. This is a reimbursable program for medical expenses that are covered under Revenue Canada guidelines. The employee may also choose to subscribe to a non-group benefit plan such as Blue Cross and be reimbursed through their HCSA for the premiums.

14.03 Doctor's notes

The Company will pay one hundred (100%) percent of the cost of any medical note the supervisor or other management personnel requests

an employee to provide including any medical note required by WCB in respect to an employee. When a Doctor's note is requested by the Company, the Company will issue reimbursement promptly by cash or cheque that is separate and apart from the employees' regular earnings.

ARTICLE 15: DISCIPLINE AND DISCHARGE

- 15.01 Dismissal of probationary employees is dealt with in Article 4 of this Collective Agreement.
- 15.02 No employee shall be subject to a discipline interview, receive discipline or be terminated without having a Union Representative present at the time of such action and a maximum of two (2) representatives of management. No employee shall be terminated or disciplined without just cause. The Company may terminate any employee at any time for just cause without notice or pay in lieu of notice.
- 15.03 All disciplinary warnings or reprimands which are placed in an employee's record and all notices of demotion

for cause, discharge or suspension, shall be in writing and shall contain the reason for the warning, reprimand, suspension or termination. One copy shall be given to the employee, one to the Shop Steward and one copy sent electronically to the Union Office.

15.04 The Company will not use a disciplinary letter for any purpose following completion of a twenty-four (24) month period in which the employee has received no further disciplinary warnings.

ARTICLE 16: GRIEVANCE AND ARBITRATION

16.01 Grievance Definitions

Grievance is defined as a difference between the Company and an employee or the Union as to the interpretation, application, or alleged violation of any provision of this Collective Agreement.

16.02 Authorized Representatives

An employee shall have the assistance of a Union Representative at any time during the investigation and grievance procedure.

16.03 Time Limits

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and statutory holidays.

16.04 Mandatory Conditions

- (a) Should the employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- (b) Should the Company fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step with the understanding that the Company can no longer consider the grievance abandoned due to failure to adhere to the time limits.
- (c) During any and all grievance proceedings, the employee shall continue to perform duties, except

in the cases of suspension or dismissal.

- (d) The Company will not be unreasonable in allowing Shop Stewards and/or Union Representatives the opportunity to investigate issues that may give rise to a grievance. All investigations and grievance meetings will be held on Company time.

16.05 **Steps in the Grievance Procedure**

- (a) **Step 1:** An employee who has a grievance shall, within ten (10) working days of the date of the act giving rise to the grievance, meet with a Shop Steward and/or Union Representative and the Human Resource Manager and attempt to resolve the grievance at this stage. The Union will clearly notify the Human Resource Manager that this meeting will be considered the first step. The Human Resource Manager or designated representative shall advise the employee and the Union of their decision within five (5) working days. In the event that it

is not resolved it may be advanced in accordance with the following steps.

- (b) **Step 2:** If the grievance is not resolved at Step 1, the Union shall submit the grievance in writing to the Human Resource Manager, within five (5) days of the response from the Company. Within five (5) working days the Company of not more than three (3) people shall meet with the Union of not more than three (3) people and the Grievor if he/she chooses within five (5) working days. The Vice President of Operations shall render a written decision within five (5) working days. If the grievance is not settled at this stage, the Union may decide to proceed to arbitration.

16.06 **Arbitration**

- (a) Within ten (10) days of the receipt of the written decision from the Vice President of Operations, the Union will notify the company of its decision to proceed to arbitration.
- (b) If the parties are unable to agree on an Arbitrator, a request will be

made to the Director of Mediation Services to appoint a single Arbitrator.

- (c) The Arbitrator's award shall be final and binding on the parties.
- (d) The arbitration decision shall be governed by the terms of this Collective Agreement, and shall not alter, amend or change the terms of this Collective Agreement.
- (e) The fees and expenses of the single Arbitrator shall be borne equally by the two (2) parties to the dispute.

ARTICLE 17: LAYOFF AND RECALL

17.01 In the case of reduction in the workforce, the order of layoff shall be as follows:

1. Probationary employees;
2. Part-time employees; then
3. Employees by department based on reverse seniority by department provided the senior employee is capable of doing work performed by an employee with less seniority. In such cases, the Company will discuss the matter with the Union.

In cases of increases in the working forces, recall shall be in the reverse order by department to that of layoffs, subject to required qualification. 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 recalled. 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, he shall be given the work for which the next senior employee was called.

In case of layoff, employees shall be given one (1) working day's notice for every completed six (6) months of seniority, with a minimum notice of two (2) working days to a maximum of five (5) working days or pay in lieu. In case of an emergency due to causes beyond the Company's control which results in closing of part or whole of the plant, employees shall be given

one (1) calendar day's notice for every completed six (6) months of seniority, with a maximum notice of ten (10) working days to a minimum of five (5) working days or pay in lieu, but such five (5) 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. An employee's right to recall expires twelve (12) months after the date of layoff.

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

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.

Employees shall notify the Company at once of all permanent changes of address and telephone numbers. Failure of the employee to do so will relieve the Company of any responsibilities it may have under this Agreement, unless the employee gives the Company a reasonable explanation.

ARTICLE 18: PAYROLL

- 18.01 Employees are paid on an hourly basis bi-weekly. Pay dates are every second Friday for a total of 26 pay days per year. When a pay day lands on a Holiday, employees will be paid on the last work day before the Holiday.
- 18.02 The cut-off for a pay period is the Saturday before pay day.
- 18.03 The Company's preference is to electronically deposit pay cheques into the employees' bank accounts and will accordingly request a void cheque from each employee to facilitate this.

- 18.04 During the course of employment, if an employee's bank, address, name or other personal status information changes, the employee must notify payroll.
- 18.05 The Company will issue a manual cheque for any company-caused pay error of an amount greater than \$50.00.

ARTICLE 19: GENERAL

19.01 Legislative Requirements

The company agrees to adhere to all legislative requirements as mandated by law.

19.02 Dignity and Respect

The Company agrees that their Representatives will treat every employee with dignity and respect.

19.03 Hiring

The parties agree that it is desirable to stabilize employment in the industry by granting preference of employment to experienced persons and recognize that the Union's knowledge and

experience within the industry, together with the sources of competent manpower available to it, can be of assistance to the Company in recruiting needed employees. It is therefore agreed that the Company shall notify the Union whenever employees are to be hired and shall afford the Union an opportunity to recommend job applicants. Similar notifications may be given to other sources of employment. The Company further agrees to give such job applicants due consideration, however, such determinations are not subject to challenge by the Union.

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

ARTICLE 21: WAGES AND CLASSIFICATIONS

21.01 Wage Grids

Production

	Scale	July 11, 2016 (5%)	Jan 1, 2017 (2%)	Jan 1, 2018 (2.5%)
Lead Hand	\$21.00	\$22.05	\$22.49	\$23.05
Level 1	\$20.00	\$21.00	\$21.42	\$21.96
HACCP	\$19.00	\$19.95	\$20.35	\$20.86
Level 2	\$18.00	\$18.90	\$19.28	\$19.76
Level 3	\$17.00	\$17.85	\$18.21	\$18.66
Level 4	\$15.00	\$15.75	\$16.07	\$16.47
Starting rate	\$14.00	\$14.70	\$14.99	\$15.37

- Training premium of 30¢ per hour given to employees as assigned by the Company.

Maintenance

	Scale	July 11, 2016 (5%)	Jan 1, 2017 (2%)	Jan 1, 2018 (2.5%)
Certified Trade	\$36	\$37.80	\$38.56	\$39.52
Class 5 Steam Engineer	\$26	\$27.30	\$27.85	\$28.55
Maintenance Helper	\$22	\$23.10	\$23.56	\$24.15

21.02 Apprenticeship Program

Upon acceptance into the apprenticeship program all employees will receive a rate equal to 60% of the maintenance top rate.

After successfully completing each year's requirements of the four-year program, employees will qualify for the following maintenance rates of pay;

<u>Completed year of school</u>	<u>Wage rate</u>
First year	70% of top rate
Second year	80% of top rate
Third year	90% of top rate
Fourth year	100% of top rate

21.03 General Wage Increases

- July 11, 2016 5%
- January 1, 2017 2%
- January 1, 2018 2.5%

All employee wages as of date of ratification will be "red circled" and they will receive the yearly wage increases listed above in addition to their rate of pay. No employee will have their wages reduced upon the implementation of the new wage grid.

21.04 **Classifications**

Pork Kill Department:

Level 1

Employee must be qualified as a level two (2) employee (Kill Floor) and able to perform four (4) of the following jobs at line speed while maintaining product quality and food safety standards:

Skin Bellies, Skin Hocks, Air knife heads (Left and Right), Bung, Splitting Carcass, Inventory

Level 2

Employee must be able to perform at least three (3) of the following jobs at line speed while maintaining product quality and food safety standards:

Receiving hogs, CO2 operator, Stick, Gamm, Skin Legs, Operate live weight scale, Pull Hides, Open Briskets, Gutting, QC Monitor, Held Rail

Level 3

Employee must be able to perform at least three (3) of the following jobs at line speed while maintaining product quality and food safety standards:

Startup floor, Barn worker, Shackle hogs, Remove leaf lard, Top trimmer, bottom trimmer, push hogs (cooler) , Shut down, Mouse Traps maintenance, flesh hides, trim hides

Offal Department

Level 4

Employee must be able to perform three (3) of the following jobs at line speed while maintaining product quality and food safety standards:

Capture livers, lungs, hearts, kidney, Removal / trimming of stomach and bung, tongue removal, Ear and Snout removal/washing, wash heads, offal packaging, head trimmer, tumbler operator

Fabrication Department:

Level 1

Employee must be qualified as a level two (2) employee (Fabrication Floor) and able to perform four (4) the following jobs at line speed while maintaining product quality and food safety standards:

Carcass Saw Break Operator, Loin deboning, Rib tail puller and scoring, De-boning picnics, De-boning legs, Neck bone remover

Level 2

Employee must be able to perform at least three (3) of the following jobs at line speed while maintaining product quality and food safety standards:

Pull Tenders, Wizard knife operator, Remove Collars, Trim Collars, Separate loin and belly, Seam and trim legs, Quality checker, Sort Trim, Retail saw operator, Pull Ribs

Level 4

Employee must be able to perform at least three (3) of the following jobs at line speed while maintaining product quality and food safety standards:

Floor set up, Trim hogs, Trim Tenders, Trim Jowls, Trim Picnics, Trim Belly, Floor Clean up, Floor shut down, Knife and equipment checker

Pack Off Department:

Level 3

Employee must be qualified as a level four (4) employee (Pack off) and able to perform at least three (3) of the following jobs at line speed while maintaining product quality and food safety standards:

Japan Scale operator, Scanning and stamping of boxed product, Retail Scale operator, Boxing Japan product, Cryovac operator, Bagging product

Level 4

Employee must be able to perform at least three (3) of the following jobs at line speed while maintaining product quality and food safety standards:

Set up, Strapping and palletizing product, Boxing retail product, Making boxes, Multivac operator

Shipping Department:

Level 2

Employee must be qualified as a level three (3) employee (Shipping Department) and able to perform at

least three (3) of the following jobs while maintaining product quality and food safety standards:

Yard truck operator, Forklift operator, Scanner operator, Recorder of shipping documents, Coordinate loading of trucks

Level 3

Employee must be able to perform at least three (3) of the following jobs while maintaining product quality and food safety standards:

Secure Trailers, Do inventory counts in all areas, Pallet jack operator (Electric and Manual), Floor/Mobile scale operator

Level 4

Employee must be able to perform all of the following jobs while maintaining product quality and food safety standards:

Retail loading, container loading, Set up, Shut down

21.05 The Union shall be notified by Management regarding the rate of pay and placement of each new employee.

21.06 Technological Change

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, his rate shall not be reduced for a period of one (1) year, including layoff, provided that the employee accepts all opportunities to post to work where the job rate, if 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.

21.07 Establishing rates for new jobs

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.

For the purpose of this clause, a new job is defined as one which is not presently being performed in the bargaining unit. If the parties are unable to agree to the new job rate, it shall be subject to the grievance and arbitration procedure. Any new job rates agreed to shall be retroactive to the date on which the new job or jobs began.

ARTICLE 22: NO STRIKE OR LOCKOUT

22.01 The Union agrees that during the life of this Collective Agreement, it will not be involved in nor will it condone or authorize a strike, and no employee shall be involved in such action.

22.02 The Company agrees that during the life of this Collective Agreement it will not sanction or authorize any lockout.

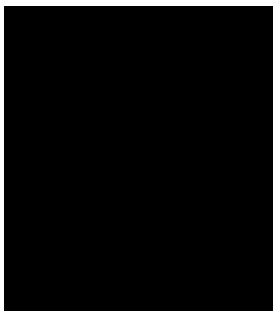
ARTICLE 23: TERM OF THE COLLECTIVE AGREEMENT

23.01 Except where specifically enforced and provided otherwise, the Term of this Collective Agreement shall be effective from July 11, 2016 until and including December 31, 2018, and from year to year thereafter unless written

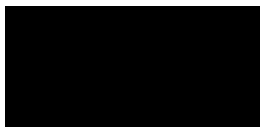
notice in writing is given by either Party to the other not less than sixty (60) calendar days and not more than one hundred twenty (120) calendar days prior to the expiration date of its desired change or amendment to this Collective Agreement.

23.02 Where notice is served by either party to commence collective bargaining, this Collective Agreement shall remain in full force and effect until a new Collective Agreement has been executed.

For **UFCW**
Local 1118



For **Trochu Meat**
Processors Ltd.



Letter of Understanding #1

– Temporary Foreign Workers

1. For Temporary Foreign Workers (“TFWs”) employed with Trochu Meat Processors that are in Canada with a valid work permit at Trochu Meat Processors will, in good faith and as soon as the TFWs qualify, submit the TFWs to the Alberta Immigrant Nominee Program (“AINP”), or such similar program that may replace the AINP in the future, with a copy to the Union.
 - a) Trochu Meat Processors will also explain to the TFW’s the process under the AINP and for applying for permanent residency.
 - b) Trochu Meat Processors will also assist the TFW’s with the scheduling of all interviews required by AINP.
2. If in the future Trochu Meat Processors becomes interested in applying for additional LMIA’s, it agrees to do the following:

- a) Submit an application, and take all other necessary steps, to secure a Labour Market Impact Assessment (“LMIA”) on behalf of the TFWs.
- b) When recruiting TFWs from outside of Canada as part of the recruitment program, Trochu Meat Processors will:
 - i. Arrange and pay for the TFWs’ travel from their place of permanent residence to Trochu Meat Processors work location in Canada and return transportation should their work permit expire, or their permanent residency application is denied as per HRSDC requirements;
 - ii. Assist the TFWs to obtain Alberta Health Care coverage;
 - iii. Provide the TFWs with, and pay for, private health insurance while the TFW’s wait for Alberta Health Care coverage. If required, obtain or prepay for medical services allowing for deductions off employees’ cheque for the medical services;

- iv. Arrange for initial affordable housing for TFW's (with rent that falls within government guidelines and includes utilities except for cable and telephone);
 - v. Assess the TFWs' language proficiency and, if necessary, provide ESL education (in conjunction with AINP requirements); and
 - vi. Explain to the TFWs all deductions (Taxes, CPP, EI, Union Dues, etc.), rates of pay progression and immigration requirements prior to the employment contract being signed by the worker.
- c) If the government amends the Temporary Foreign Worker Program or the AINP, Trochu Meat Processors commits to complying with all amendments instituted by the government and this Program shall be open for review. Wages, benefits, working conditions, etc., shall be in accordance with the Collective Agreement.

- d) Trochu Meat Processors will recruit temporary foreign workers with the suitability and criteria of the AINP in mind.
- e) The Company and the Union agree that any disputes regarding the interpretation, application, or alleged violation of this LOU will be referred to Joint Labour Management meetings and if not resolved, will be subject to the grievance and arbitration provisions of the Collective Agreement.

