

COLLECTIVE AGREEMENT

BETWEEN:

AMERICAN BIAXIS INC.

(hereinafter referred to as the "Company")
OF THE FIRST PART

-AND-

LOCAL 830, UNIFOR

(hereinafter referred to as the "Union")
OF THE SECOND PART

It is the intent and purpose of the parties hereto, by entering into this Agreement, to promote industrial and economic relations between the Company and its employees, to bargain for and thereby establish rates of pay and other terms and conditions of employment to be observed between the parties; to provide methods for fair and peaceful resolution of all disputes relating to this Agreement that may arise between the parties and to ensure, as far as possible, uninterrupted and efficient operations and to provide for a fair and ethical course of conduct in relations between the Company and its employees.

- 1.01 The Company recognizes the Union as the sole collective bargaining agent for a unit of employees described in the Manitoba Labour Board Certificate No. MLB 5558 and included in the classifications set out in Schedule B to this agreement. The employees in Certificate MLB 5558 are: "all plant employees of American Bixaxis Inc. in the City of Winnipeg, in the Province of Manitoba, excluding those office staff, sales staff, laboratory staff, research development and technical services staff, truck drivers, caretakers, leased cafeteria personnel, supervisors, those above the rank of supervisors and those excluded by the Labour Relations Act of Manitoba."
- 1.02 In the Agreement where the sense requires, the singular shall include the plural, the plural the singular.
- 1.03 Except to the extent otherwise specifically provided for in this Collective Agreement, part-time and seasonal employees are not covered by the provisions of the Agreement. Part-time employees shall not be called in for additional available work unless all laid off employees have had an opportunity to return for that work as determined by Article 9.02(e). Part-time employees shall only be called in to work after an opportunity to work

overtime hours has been offered to regular employees who are qualified and normally perform that work.

Article 2 – MANAGEMENT RIGHTS

Except as limited by a provision of this agreement, the Company shall continue to have the undisputed right to take any actions it deems appropriate in the management of the Company and direction of the work force. All inherent and common-law management functions and prerogatives which the Company has not expressly modified or restricted by a specific provision of this agreement are retained and vested exclusively in the Company.

Article 3 – UNION SECURITY – EMPLOYEES' RIGHTS

- 3.01 a) Employees described in the Manitoba Labour Board Certificate No. MLB 5558 being all plant employees of American Bixaxis Inc. in the City of Winnipeg, in the Province of Manitoba, excluding office staff, sales staff, laboratory staff, research development and technical services staff, truck drivers, caretakers, leased cafeteria personnel, supervisors, those above the rank of supervisors and those excluded by the Act will, as a condition of employment, become members of Local 830 Union upon completing their probationary period as outlined in Article 9 of the Agreement and will be required to maintain membership in the Union in good standing.
- b) **All employees who are members of the Union shall remain members of the Union and all new employees will become members of the Union. The Company will deduct from the wages of each employee in the unit covered by this agreement, the amount of regular membership dues payable by a member of the Union. Seasonal employees will remain on probation throughout the duration of their term.**
- c) **The Company will remit monthly the total sum of the amount so deducted to the Union on or before the twentieth (20th) day of the calendar month following the month in which the deductions were made, together with a list, in alphabetical order, of the names of the employees from whose wages the deductions have been made and the amounts so deducted from each employee's wages. The deductions will be remitted by cheque payable to Unifor, Local 830. The Local union will provide a mailing address.**
- d) **The Union shall advise the Company in writing of the amount of regular Union membership dues to be deducted from the wages of employees and shall notify the Company in writing, of any change in such amounts to be deducted at least thirty (30)**

calendar days in advance of the end of the pay period in which the deductions are to be made. The dues deduction is governed by the Unifor National constitution and Unifor Local 830 Union bylaws.

- e) **Each year the Company shall calculate the amount of Union dues deducted from each employee's pay and shall indicate same on the T-4 slip of each employee.**
 - f) **The Union shall indemnify and save harmless the Company from any and all claims, demands, actions, proceedings and any other form of liability or expense arising out of or in respect of deductions made by the Company from the wages of any employee pursuant to the provisions of this Article 3.**
 - g) **Upon official notification, the Company agrees to deduct from the Union members' pay cheques unit-wide assessments as required by the Winpak employees comprising Local 830 of UNIFOR and transmit such amount to the Union**
 - h) **The Company recognizes the role of its employees as Union executive, grievance committees, negotiating committees and stewards in the labour / management relations and shall not discriminate against them. Only employees who are members in good standing of the Union shall be eligible to hold Union office**
- 3.02 a) Employees who are not members of the bargaining unit shall not perform the work which is normally performed by employees in the bargaining unit except in the cases of emergency; where assistance is requested; where such work is for the purpose of inspection, experimentation, development, training of employees or where production difficulties are encountered.
- b) The Company shall not contract out work where such would result in the layoff or dismissal of an employee. This does not apply to unprofitable business (not less than three (3) months of non-profitability) that can be outsourced for Company needs.

Article 4 – STEWARDS

- 4.01 A UNIFOR Representative shall be allowed leave from their regular duties during working hours after requesting and receiving permission from their immediate supervisor or in their absence from any other management personnel, to attempt to remedy or investigate complaints of the employees. Such requests shall not be unreasonably denied nor shall the excused leave by the Grievance Committee member, or the Shop Steward or Union

Executive exceed one-half (½) hour duration for any one occurrence, unless otherwise agreed to by the immediate supervisor or management personnel involved.

Article 5 – UNIFOR REPRESENTATIVES & ACTIVITIES

- 5.01 The Company acknowledges the right of the Union to appoint the Stewards who may assist employees in presenting their grievances to the designated representatives of the Company in accordance with the Grievance Procedure.
- 5.02 Only employees of the Company, who are members in good standing **with Unifor**, shall be eligible to serve as Shop Stewards and members of the Grievance Committee.
- 5.03 Grievance Committee and Shop Stewards will be designated in writing by the Union to the Company. Members of the Grievance Committee or Negotiating Committee will not lose pay for time spent during their working hours attending scheduled meetings with the Company representatives regarding contract negotiations, grievance meetings or arbitrations.
- 5.04 When meeting with the Company the number of employees attending as representatives of the Union who are entitled to receive their usual remuneration from the Company, shall be as follows:
- a) In the case of a grievance, a maximum of **two (2)** Union representatives (American Biaxis Inc. employees) plus the aggrieved employee.
 - b) In the case of negotiations, including meetings with a conciliator or an appointed mediator, a maximum of two (2) representatives, and the National Representative or their designate.
 - c) In the case of joint meetings of representatives of the Union and the Company to discuss matters relating to the administration, application and interpretation of this Agreement, a maximum of three (3) Union representatives, unless otherwise mutually agreed.
- 5.05 The Company shall on a timely basis provide the Union notice of any new hires, including the person's name, address and telephone number. The Company will provide a change of employee status form which sets out those employees who have been promoted, retired, quit or transferred. In addition to name, address and telephone number of any new hire and change of status of employees, the Company will provide timely notification of any change of address or phone number of employees which come to the Company's attention. All notices required to be given to the Union shall be

given to the Plant Chair of the Union. All notices required to be given to the Company shall be given to the Human Resources Manager of the Company.

- 5.06 An employee shall be accompanied by a shop steward from their department or Union official, if they are summoned before a representative of the Company for the purpose of an official disciplinary warning or during an investigation for a disciplinary matter. **If an employee declines union representation, they will sign a waiver of right to a Union representative (document to be provided by the Union).** The employee and their Union representative must sign the warning as evidence of this procedure having been affected. The Company shall provide to the Union representative a copy of warnings issued on the date of the occurrence. The signing of the warning does not constitute an acceptance of said warnings.
- 5.07 A maximum of two (2) representatives from the Union and two (2) representatives from the Company will meet at least four (4) times per year to discuss items of mutual concern. Agendas in writing will be exchanged by both parties at least forty-eight (48) hours prior to the meeting.
- 5.08 A Shop Steward, scheduled on the same shift, will be allowed to spend fifteen (15) minutes with each new employee, as part of their orientation program, to review UNIFOR membership and administration.

Article 6 – GRIEVANCE PROCEDURE

- 6.01 Definition of the Grievance - A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance but shall be submitted to the following grievance procedures:

When an employee feels that a violation of a specific article or section of this agreement has been made, they shall give their Supervisor an opportunity to resolve the complaint which shall be presented by the employee to their Supervisor within five (5) working days after the employee knew or ought to have known about the alleged violation. An employee has no grievance until they have first given their Supervisor an opportunity to resolve the complaint. If they so desire, the employee may be accompanied by a steward. The Supervisor shall give their answer within three (3) working days. The Grievor shall be allowed leave from their regular duties during working hours after requesting and receiving permission from their immediate supervisor or in their absence from any other management personnel, to attempt to prepare for their grievance. Such requests shall not be unreasonably denied, nor shall the excused leave by the Grievor exceed one quarter ($\frac{1}{4}$) hour duration for any one occurrence unless otherwise agreed to by the immediate supervisor or management personnel involved.

Note: Working days in this Article refer to the employee's working days in their scheduled shifts as described in Article 11.

Step One: If the employee is not satisfied with the answer they have received from the Supervisor, the employee and a representative of the Grievance Committee or Steward concerned shall submit a written "Statement of Grievance" to the Plant Manager within five (5) working days following the day on which the Supervisor gave their decision. The Grievor shall be allowed to leave from their regular duties during working hours after requesting and receiving permission from their immediate Supervisor or in their absence from any other Management Personnel, to attempt to prepare for their grievance. Such requests shall not be unreasonably denied, nor shall the excused leave by the Grievor exceed one quarter (1/4) hour duration for any one occurrence unless otherwise agreed to by the immediate supervisor or management personnel involved. The grievance must be signed by the employee or employees concerned and the grievance must state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated, shall state the contention of the employee and the Union with respect to these provisions and shall indicate the relief requested. Within five (5) working days after notification of the grievance, the Plant Manager shall meet with the Grievance Committee to consider the grievance, and within five (5) working days thereafter submit a written reply to the Grievance Committee Chair or their designate.

Step Two: If the grievance is not resolved in Step One, a representative of the Grievance Committee may, within five (5) working days of receipt of the reply of Step One, submit to the Manager, Human Resources or their designate, the signed written "Statement of Grievance". The Manager, Human Resources or their designate shall meet with the Grievance Committee Chair or designate within ten (10) working days after receiving the grievance. At this stage, the Union may be accompanied by the designated National Representative if their presence is required. The Company representative shall give the Grievance Committee Chair the answer in writing no later than ten (10) working days after the above-mentioned meeting.

Step Three: If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Two above, either the Company or the Union, by written notice to the other, shall have the right to appeal the dispute to a Board of Arbitration as provided in Article 7 at any time within fourteen (14) days thereafter.

Any grievance not advanced to the next step by the Union within the time limit in that step, shall be deemed resolved by the Company's answer at the preceding step. Time limits may be extended by mutual agreement of the Company and the Union in writing, then the new date shall prevail.

Article 7 – ARBITRATION

- 7.01 When a grievance remains unresolved after following the procedure outlined in Article 6, the parties, by mutual agreement, may elect to utilize mediation services provided by the Department of Labour or any other mediator acceptable to both parties before referring the grievance to arbitration.
- 7.02 Both parties agree that any grievance which has been properly carried through all the steps of the grievance procedure outlined in Article 6, and which has not been settled, will be referred to an arbitrator, at the request of either of the parties hereto.
- 7.03 Each party shall appoint their nominee within seven (7) days after the request for arbitration has been made. In the event that either party does not appoint their nominee, the procedure as designated in the Labour Relations Act of Manitoba for appointing nominees will be followed.
- 7.04 The Chair of the Board of Arbitration shall be appointed in rotation from the following panel of individuals:

David Marr
Diane Jones
Michael Werier

If a Chair is unable to act the next person in rotation shall be appointed to replace them.

- 7.04 The decision of the majority of the Arbitration Board, or if there is no majority, the decision of the Chair shall be binding on both parties.
- 7.05 The Union and the Company will bear the expenses of their nominee and shall jointly bear the expenses of the Chair.
- 7.06 Power of the Arbitration Board: It shall be the function of the Arbitration Board to make a decision in cases of alleged violation of the specific articles and sections of the Agreement. The Arbitration Board shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- 7.07 Union policy grievance, group grievance and/or a Company grievance may be submitted to the Company or the Union as the case may be, in writing,

within five (5) days from the time the circumstances upon which the grievance is based were known or should have been known by the Grievor. A grievance against discipline or discharge shall be submitted in writing to the Company within five (5) days from the imposition of the discipline. In the case of such grievance, the grievance procedure shall commence at Step Two of Article 6. The Company or the Union, as the case may be, shall give its written decision within five (5) days of the meeting. If the decision is unsatisfactory to the grieving party the grievance must be submitted to arbitration within five (5) days of the delivery of the written decision.

7.08 The parties by mutual agreement may elect to utilize a sole arbitrator.

Article 8 – DISCHARGE CASES

8.01 The Company has the right to suspend or discharge an employee with seniority for just cause. The Company will give notice in writing to the employee of the reasons for the suspension or discharge at the time of the discipline. A copy of the notice will be provided to the Union. The Company shall not be required to have or show cause for the discharge or discipline of a probationary employee. An employee suspended or discharged shall be permitted to interview an officer of the Union at a place designated by the Company before leaving the premises of the Company unless the discharge or suspension involves violence or willful damage to Company property.

8.02 In the event the Company and the Union agree that a suspension or discharge was without cause or that the penalty was too harsh, they may agree that the employee will be reinstated without loss of seniority and with or without loss of pay and benefits retroactive to the date of discipline or otherwise.

Article 9 – SENIORITY

9.01 a) Seniority shall be the length of the unbroken service with the Company from date of most recent hire. Seniority shall not be obtained until the probationary period is successfully completed. Employees shall be on probation upon hire for a period of six hundred and forty (640) hours worked. Probationary periods can be extended with the consent of the Company and the Union, by up to a maximum of one hundred and sixty (160) hours worked.

9.02 Lay-offs

a) When circumstances require a reduction in the number of employees in a particular job classification, the employee in that job classification having the least amount of plant seniority will, provided the employees retained have the qualifications and ability to perform the work required, be laid off with recall rights if they so elect or, be permitted

to displace an employee in the next lower available classification in their department, in which they have the qualifications and ability to perform the work available and if the employee in the lower classification has less plant seniority. The employee with the least plant seniority will be displaced.

- b) After being displaced out of their departments, employees will be laid off on the basis of their plant seniority provided the employees retained have the qualifications and ability to perform the work required. This means that if an employee is scheduled to be laid off, they will have the right of displacing an employee in a higher job classification providing they have the qualification and ability to perform the work required and providing that an employee in the higher classification has less plant seniority. When a senior employee does not have the qualifications and ability to bump into a position in the plant, the employee, in the course of each layoff, will be allowed to displace another employee once, with less seniority, in the following entry-level positions, providing the employee meets the physical requirements: The Production Team Assistant and Warehouse Material Handler positions. It is understood that where an employee does not meet the physical requirements to displace an employee in certain classifications, they will retain the right to displace an employee in an available position set out in this article where they do have the physical requirements to perform the job.
- c) If circumstances require, a temporary layoff may be declared in which case the layoff provisions of this agreement do not apply. A temporary layoff shall be defined as a layoff which does not exceed four (4) working days. When a temporary layoff occurs, the Company will lay off within the affected department by plant seniority. Where a temporary layoff occurs for a period less than 48 hours, the Company will lay off within the affected classification by crew by plant seniority within the affected department.
- d) Whenever an employee is displaced under the provisions of 9.02, and they waive their right to bump into another classification, as per the provisions of Article 9.02, then this employee will be recalled only to the last department and classification that they held before being laid off.
- e) When recalling employees to work after a layoff, they shall be called in reverse order to that in which they have been laid off, provided the employees recalled have the qualifications and ability to perform the work required.
- f) Scheduled plant shutdown for summer and Christmas purposes will not be considered as layoffs under the terms of this agreement.

9.03 A seniority roster shall be prepared by the Company every six (6) months, a copy of such roster shall be posted on the bulletin board and Intranet. An excel version of the roster shall be given to the Plant Chairperson.

9.04 Seniority shall be maintained in the following circumstances only:

- a) When off the payroll due to layoffs, sickness, accident or worker's compensation.
- b) When off the payroll due to personal leave of absence which includes maternity leave, parental leave, compassionate care leave, bereavement leave, and union leave.
- c) When absent on vacation or on holidays.
- d) When actually at work for the Company.

9.05 Seniority shall terminate and employment shall be deemed to be terminated when the employee:

- a) Is absent from work for three (3) working days without notifying the Company unless impossible to do so.
- b) Voluntarily quits their employment with the Company.
- c) Is discharged and is not reinstated through the grievance procedure or arbitration.
- d) Is laid off for a period of one (1) year.
- e) Fails to report to work within three (3) calendar days after the receipt of a notification from the Company by registered mail following a layoff. It will be the responsibility of the employee to supply the Company with their most current address and telephone number, if any.
- f) Fails to return to work upon the expiration of an authorized leave of absence unless a reason acceptable to the Company is given.

9.06 Job Posting

- a) Where there is a job vacancy or a newly created job to be filled within the bargaining unit, the job will be posted throughout the plant for a period of eight (8) calendar days. In the event of a vacancy in any job that must be posted under this agreement, when it is anticipated that position will exist for **one hundred and twenty (120) calendar days** or longer, the vacancy shall be posted as required. In any event if the position is vacant for **one hundred and twenty (120) calendar days**, it shall be posted immediately. All employees interested in the vacancy for promotion must apply in writing within the time limit using the Internal Job Posting Application form. This section shall not apply to the Assistant positions and Material Handler. However, the Company will publish a notice for the information of all employees of available positions for Assistants when a notice has not been posted in the previous three (3) months. Any person wishing to transfer to the

classification of Assistant may register an application with the Human Resources Department for a vacancy that may arise. This application shall be given first consideration as soon as a vacancy does occur and the transfer shall be according to Article 9.06 (b). Applications for Assistant positions will be kept on file in the Human Resources Department for a period of one (1) year.

- b) **Promotions will be based on qualifications and ability.** When qualifications and ability are relatively equal, the seniority factor shall govern. If no suitable candidates are found during the posting process, the Company will choose the most senior person who posted for the position, and this person must be successful according to Article 9.06(c). If this person is not successful, the Company will proceed directly outside to fill the vacancy.
- c) An employee who has successfully bid to be promoted to a vacant position will serve a probationary period of four hundred and eighty (480) hours worked in that position during which time the Company reserves the right to determine their suitability and if necessary transfer them back to their original position without loss of departmental seniority. The Company shall confirm, during the initial four hundred and eighty (480) hours worked period, whether the bid has been successful or not. After this period, the position vacated by the employee will be posted according to Article 9.06(a). Upon request by an employee promoted, they may be returned to their former position if such request is made within two hundred and forty (240) hours worked of the effective day of the promotion. In instances where the employee promoted is unsuccessful or elects to return to their previous position, the next most senior employee with the qualifications and ability will be awarded the position from the original posting.
- d)
 - (i) Temporary job vacancies that are less than ninety (90) days as per 9.06(a) will be filled without reference to the posting procedures.
 - (ii) Any temporary promotion or transfer that is less than fourteen (14) days in duration and that is made immediately to maintain production will be deemed as a temporary vacancy and will be filled by qualified employees temporarily assigned to the open position.
 - (iii) In the event that a temporary job vacancy in any department lasts more than fourteen (14) days but less than ninety (90) days, the employee who is senior and qualified in the position within the crew will be given the opportunity to fill the vacancy if they so wish. If refused, the opportunity will be passed to the next most senior qualified employee within the crew. This clause 9.06(d) (iii) does not apply in cases of vacancies created by vacation.

- (iv) The period covering the temporary assignment will be credited to departmental seniority.
 - (v) A temporary vacancy caused by maternity leave, illness, injury, leave of absence or vacation shall be considered a temporary vacancy for the duration of the maternity leave, illness, injury, leave of absence and vacation.
 - (vi) The employee will be allowed to return to their previous position after completion of the temporary assignment.
 - (vii) A vacancy caused by injury or illness greater **than twenty-four (24) months** will be considered a permanent vacancy and subject to Article 9.06(a).
- e) An employee promoted or transferred to a non-bargaining position within the Company shall retain a one-time opportunity to retain their seniority in the bargaining unit for a period of three (3) months from the date of transfer, or be transferred back to the bargaining unit with no loss of seniority provided they pay Union dues during this period. The employee shall be represented by the Union during this period only for the limited purpose of maintaining the right to return to the bargaining unit at or before the expiration of the three (3) month period.
 - f) Except for temporary job vacancies, it is agreed that once an employee has transferred or been promoted to a new position at their own request, the Company need not consider a further request for transfer or promotion until the employee has served a minimum of six (6) months in that position. **The employee will begin to be paid at their new classification rate on the effective date of their position transfer. If for production reasons, the employee cannot be released to their new position in a reasonable time period, the employee will begin to be paid at their new classification rate after thirty (30) days.**
 - g) The name of the successful applicant will be posted on the bulletin boards. **The successful applicant will have five (5) consecutive shifts to vacate the new position once they have been placed in the job. If the employee chooses to return to their previous position prior to the five (5) consecutive shifts being reached, they may bid on other job opportunities. Where the individual chooses to vacate the position after five (5) consecutive shifts they will not be allowed to bid on any job within six (6) months of the date they successfully bid under this provision.**

- h) When the Company creates a full-time special project either in a lateral position or a promoted position that lasts more than thirty (30) days, the employee who is most senior and qualified in that department will be given the opportunity to fill the special project if they so wish. The Company will notify the Union of all special projects. A special project will not last more than three (3) months and cannot be extended unless otherwise agreed to by the Union. The Company will notify the Union of the criteria for each special project as they arise **and will post on the bulletin board and intranet without reference to Article 9.06 (a) Job Posting, the nature of the project including, shift, qualifications necessary, start date and end date.**

Potential List of Qualifications for Special projects may include, but are not limited to:

- **Leadership program**
- **Facilitator training, train-the-trainer**
- **Root cause training**
- **Corrective action training**
- **Kaizen training**
- **Lean training (green/yellow belt)**

- i) **The Company shall consider the following four (4) factors in determining which employees shall be selected for training:**

- (i) the seniority of the employee concerned,**
- (ii) the department operating requirements,**
- (iii) availability of the employee at the time of training, and**
- (iv) demonstrated prerequisite abilities.**

When in the objective judgement of the Company, factors (ii), (iii) and (iv) are evaluated as equal between two (2) or more employees in the department, then the employee having the highest seniority will be selected.

All voluntary/assigned non-regulatory training will be posted. Employees are required to put their name forward in writing to be eligible for training. Failure to do so will forfeit their training opportunity.

When operating requirements prevent a senior employee from being trained prior to a junior employee, the senior employee, providing they have put their name forward in writing, will get the next available opportunity to be trained. If the training should evolve into a full-time position, the Company will have 120 days

(per 9.06 (d)) to train the more senior employee(s) prior to the new full time position being posted.

In the case of factor (iii) the employee requesting to be trained will be moved to the shift where the training is available. If there is no volunteer to go to the trainees shift the most junior employee will be moved.

Article 10 – BULLETIN BOARD

- 10.01 The Company will provide a suitable bulletin board for the convenience of the Union in posting notices of Union business. All such notices must be signed by the proper officer of the Union and a copy submitted to the Company 24 hours before being posted.
- 10.02 No bill, bulletins, or any other material shall be posted in or about the premises of the Company by the Union or by an employee without the express consent of the HR Department.

Article 11 – HOURS OF WORK AND OVERTIME

- 11.01 The only shifts permitted, other than those allowed to be paid at straight time rates under the Employment Standards Act, and those agreed to in LOU #5 and #8 shall be as hereinafter set out.
- 11.02 a) The following paragraphs and sections are not intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- b) Mutual Shift changes shall be permitted upon mutual agreement of the employees concerned and the Company provided always that they shall not result in any additional cost to the Company. Mutual shift changes shall not be unreasonably denied. **but will be limited to twelve (12) per calendar year. A shift change will be defined as one (1) to five (5) consecutive calendar days.** The Company will require notice of a minimum of two (2) scheduled shifts for the employees involved. The Company will amend the form to allow explanation for any denials. The Company will waive notice requirements in the case where mutual coverage is required for less than three (3) hours.
- c) Overtime shall be offered on an equitable basis to all employees in the department provided they are qualified to perform the work. If the percentage of overtime shifts awarded is equitable, seniority shall be the governing factor. In the shipping department overtime shall be offered on an equitable basis, first to those employees in the classification where the overtime is available and then to qualified

employees in the department. For the purposes of overtime calculation, not less than the employee's regular rate will be used regardless of what job is performed.

- d) It is agreed that operating conditions and production requirements may require changes to be made regarding scheduled hours or shifts and that the Company will discuss with the Union and give serious consideration to suggestions of the Union as to proposed shift changes. If the Company changes an employee's shift after the start of the week, the employee shall receive three (3) hours penalty payment at the straight time rate for the first shift worked resulting from the change; but not so as to require overtime on regular shift changes or when the reason for the shift change is clearly outside the Company's control, such as fire, flood, failure of utilities or acts of nature. It is further understood that the Company shall make the final determination of the shifts schedule.
- e) For the purposes of calculating overtime, vacation time and statutory holidays will be determined to be hours worked.
- f) On the night of the changeover to Central Standard Time from daylight saving time in the fall of each year, there shall be a 12 ½ hour shift for both outgoing and incoming shifts. The Company will give the employees reasonable notice of this change.
- g) Banking Overtime Hours - Employees in all Departments will have the option of banking overtime (premium hours only) at the same overtime rate that would have applied had the employee chosen not to bank hours. to an annual maximum (Jan 1 – Dec 31) of twenty-four (24) hours. The banked hours can be earned through premium hours. The banked hours will be taken in full shift periods mutually agreed upon by the employee and Company. The banked time can also be paid out at the employee's request in the next available pay period. Unused banked hours will be paid out at the end of the calendar year.
Effective July 1, 2017 the maximum hours banked increases to 32 hours for 8/10 hour shifts and 36 hours for 12 hour shifts. Effective January 1, 2019 the maximum hours banked increases to 40 hours for 8/10 hour shifts and 48 hours for 12 hour shifts.

11.03 THREE SHIFT SCHEDULE

The regular hours for the 3-shift schedule shall normally be 8 hours per day, 40 hours per week.

- i) Employees working on a three shift schedule will work each shift on a regular rotating basis generally from midnight to afternoons to day shift as outlined below:

11:00 P.M. - 7:00 A.M.
3:00 P.M. - 11:00 P.M.
7:00 A.M. - 3:00 P.M.
8:00 A.M. - 4:00 P.M.

Note: 12:00 A.M. means midnight in all Articles of the CBA.

- ii) Employees will receive one - 10-minute paid relief period during the first half of the shift; one - 20-minute paid lunch break; and one – 10-minute paid relief period during the second half of the shift.
- iii) Overtime shall be paid at the rate of time-and-one-half (1½ x) the employee's basic rate for:
 - a) All hours worked in excess of eight (8) hours per day.
 - b) All hours worked in excess of forty (40) hours per week.
 - c) The first four (4) hours worked on a weekend. (From Friday Midnight to Sunday Midnight).
- iv) Overtime shall be paid at the rate of double time (2x) the employee's basic hourly rate for:
 - a) All hours worked in excess of twelve (12) hours per day.
 - b) All hours worked in excess of ten (10) hours overtime per week.
 - c) All hours worked in excess of four (4) hours overtime on the weekend (from Friday Midnight to Sunday Midnight).
- v) For purposes of Article 11.03 a week shall commence at 12:00 A.M. Sunday and continue for seven (7) consecutive 24-hour days.
- vi) Where the Company elects to implement a 2-shift schedule in respect of any machine or operation, subject to operational considerations, every reasonable effort will be made to rotate the employees on the shift schedule as posted.

Letter of Understanding dated 21 April 1998:

1. The understanding and interpretation of the relationship between Articles 11.03(iii)(b) and 11.03(iii)(c) will be as follows.
2. If an employee works in excess of thirty-two (32) hours but less than forty (40) hours of their regular scheduled work hours per week, the requirement

of 11.03 (iii)(b) would not have to be fulfilled to qualify for the terms of 11.03(iii)(c).

3. The reason for the employee working in excess of thirty-two (32) but less than forty (40) hours of their regular scheduled hours per week must be included in the list below:
 - a) While working during a regular scheduled shift, the employee needed to leave the plant by reason of illness,
 - b) While working during a regular scheduled shift, the employee was required to leave the plant for a personal, business or some other related emergency,
 - c) The employee was required to leave the plant for a period of fewer than four (4) hours for a scheduled appointment that could not reasonably have been scheduled at another time.
4. For reasons and/or circumstances other than those listed above, including Union business leave, short-term layoffs, or situations of "no work", which may have resulted in an employee's working even fewer than thirty-two (32) hours in a week, the administration of the terms of 11.03(iii)(b) and 11.03(iii)(c) will be the same as past practice.

11.04 **7-DAY CONTINUOUS SCHEDULE**

It is agreed that the following principles will apply to the scheduling of the week.

- i) The work schedule considered herein shall apply to the Production Teams on continuous rotating shifts.
- ii) It is agreed between the parties that a joint application will be made to the Department of Labour, Province of Manitoba for the implementation and continuation of this continuous shift system, on the terms of payment contained herein.
- iii) For employees on the compressed workweek, the daily work hours shall be twelve (12), with weekly hours varying according to the shift schedule in effect which will average forty-two (42) hours per week in a four (4) week cycle. The compressed workweek schedule is attached as Schedule "A".
- iv) Overtime will be paid at the rate of time and one half (1½x) the employee's basic rate for all authorized overtime hours worked in excess of twelve (12) hours in a day. The rate of double (2x) time the employee's basic rate will be paid for all authorized overtime hours worked in excess of sixteen (16) hours in a day.

v) A shift premium of ninety-five cents (**\$1.00**) per hour will be paid for all hours worked between 8:00 PM and 8:00 AM.

vi) Weekend Shift Premiums

The following rates apply only while working the shifts as outlined in Schedule A.

Employees assigned to a shift as outlined in Schedule A shall be paid weekend shift premiums for each hour worked during the period FRIDAY MIDNIGHT TO SUNDAY MIDNIGHT the sum of \$4.25 per hour.

vii) There will be three (3) twenty (20) minute relief periods per twelve (12) hour shift.

viii) The Employer shall continue its present practice whereby:

a) An employee on the continuous work week who qualifies for a General Holiday under Article 15 of this Agreement will receive twelve (12) hours pay for each of the general holidays as set out in Article 15 and equivalent time off taken during the Christmas period twelve (12) consecutive days. Each day taken during the Christmas period will correspond to a General Holiday in that calendar year. (Example: if an employee earns nine (9) statutory holidays during the year, the first nine (9) days of the Christmas period would be deemed to be the employee's holidays).

b) Any overtime performed on any of the designated general holidays during the Christmas shutdown period shall be paid at time and one half (1 ½ x) the employee's basic rate for the first four (4) hours and double time (2x) the employee's basic rate for any overtime worked during the general holiday period in excess of four (4) hours.

ix) An employee who works on their scheduled day of rest shall be paid at the rate of time and one-half (1 ½ x) for up to ten (10) hours per week provided that the day of rest falls between Sunday Midnight and Friday Midnight. All hours worked in excess of the above will be paid at the rate of double time.

Overtime on the weekend (Friday Midnight to Sunday Midnight) shall be paid at a rate of time and one-half (1-1/2x) for the first four (4) hours and double time (2x) thereafter. Employees working an overtime shift beginning at 8 p.m. on Sunday will be paid time and one half (1-1/2x) for the first four hours and the remaining hours of the shift will be paid at double time. In addition, the Production teams working the shifts

outlined in "Schedule A" only will be paid their regular weekend shift premium for all overtime hours worked on a weekend.

- x) Continuous rotating shift employees on the compressed work week shall have the weeks of vacation to which they are entitled, calculated as follows and as governed under Article 16:

For the vacation year beginning on the even numbered years:

- Two (2) weeks vacation equals seven (7) working days
- Three (3) weeks vacation equals ten (10) working days
- Four (4) weeks vacation equals fourteen (14) working days
- Five (5) weeks vacation equals seventeen (17) working days
- Six (6) weeks vacation equals twenty-one (21) working days
- Seven (7) weeks vacation equals twenty-four (24) working days

For the vacation year beginning on the odd numbered years:

- Two (2) weeks vacation equals seven (7) working days
- Three (3) weeks vacation equals eleven (11) working days
- Four (4) weeks vacation equals fourteen (14) working days
- Five (5) weeks vacation equals eighteen (18) working days
- Six (6) weeks vacation equals twenty-one (21) working days
- Seven (7) weeks vacation equals twenty-five (25) working days

- xi) For the purpose of this memorandum of agreement a "day" shall be considered as the twenty-four (24) consecutive working hours beginning at 8:00 AM; a "week" shall commence at 8:00 AM Monday and end at 8:00 AM the following Monday.
- xii) For the employees on this compressed workweek, remuneration shall be at straight time pay for 84 hours on the two-week cycle.

11.05 Maintenance 40 Hour Flex Schedule

Employees will rotate through the 40 hour flex shift schedule as seen in Schedule A. Each shift is either eight (8) hours or ten (10) hour shifts. The cycle repeats every three (3) weeks. There will be two (2) twenty (20) minute breaks per shift.

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Hrs
1	X	X	X	X	X	7AM – 3PM
2	X	X	X	X		7AM – 5PM
3		X	X	X	X	7AM – 5PM

11.06 **6-day, 12 hour Coverage Schedule**

- a) Shifts run 8am to 8pm, rotate every four (4) weeks.

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
	A	A	A	B	B	B

- b) **Material handlers will receive 13.33 hours pay for the purpose of Bereavement & Statutory Holiday Pay.**

11.07 **SHIFT PREMIUMS**

For hours worked on the 12:00 a.m. to 8:00 a.m. and 4:00 p.m. to 12:00 p.m. shifts under Articles 11.03, 11.04 and 11.05 a shift premium of one dollar (\$1.00) per hour shall be paid.

11.08 **CALL IN**

- a) Applicable to Maintenance Department only:

A Maintenance Department employee called back to work upon completion of their regularly scheduled shift shall be paid for all overtime worked at the rate of double time (2x) with a minimum pay for a call back of two (2) hours at double time (2x). Employees shall be entitled to an eight (8) hour turn around time before a scheduled shift. Where, as a result of the turn around time, the employee misses time from their regular schedule, the Company will pay any lost wages at the appropriate rate for that schedule. The employee will also be entitled to claim a mileage allowance at the Company's current rate. If the Company fails to provide the employee with one (1) hour notice of the need for them to work beyond the completion of their regular shift, this additional work shall be treated as a call-in for compensation purposes.

- b) Applicable to Departments other than Maintenance:

A call back occurs when employees are requested to return to the premises of the Company to perform emergency work during a period not continuous with their scheduled shift.

An employee on a call back basis shall be paid for all overtime worked at this applicable overtime rate or four (4) hours pay at straight time, whichever is the greater. In instances where the minimum four (4) hours pay at straight time applies, then the employee will also be entitled to claim a mileage allowance at the Company's current rate.

- c) When the Maintenance Technician is assigned to carry a pager and be on call while off shift during the week and during all of the following weekend including any holiday days following that weekend, a premium of twenty (\$20.00) will be paid for each weekday Monday through Friday inclusive, except recognized holidays. A premium of fifty dollars (\$50.00) will be paid on each weekend day, Saturday and Sunday. A premium of fifty dollars (\$50.00) will be paid for each applicable holiday.
- d) While the maintenance department rotates on a 3-shift basis, the maintenance mechanics and electricians assigned to the afternoon will carry a pager supplied by the Company and be on call while off shift during the weekend including any holiday days following that weekend.

A premium of fifty dollars (\$50.00) will be paid on each weekend day, Saturday and Sunday. A premium of forty-seven dollars and fifty cents (\$47.50) will be paid for each applicable holiday.

11.09 REPORTING ALLOWANCE

- a) Unless previously notified not to report, any employee who, on reporting to work at the direction of the Company, finds no work available in their regular position:
 - i) Shall be offered four (4) hours alternative work at their regular straight time; or
 - ii) At management's discretion shall be paid four (4) hours pay at their regular straight time.
- b) The foregoing will not apply to an employee returning to work without prior notice to the Company following an absence, or when the reason the Company is unable to provide work is clearly outside the Company's control, such as fire, flood, failure of utilities, or acts of nature.
- c) An employee who has no telephone or an incorrect telephone number on file with the Company will be considered to have been given proper notice under this Article.

11.10 Meal Allowance

Where an employee works unscheduled overtime at the conclusion of a shift on a regular working day in excess of three (3) hours, they shall be paid a meal allowance of \$12.00.

11.11 Safety/Crew Meetings (12-hour continuous shift employees only)

Overtime for up to one half (1/2) hour will be required for employee attendance at safety/crew meetings, not scheduled within scheduled hours. There will be no more than one (1) meeting every four (4) months, and this will be scheduled a week in advance. The overtime will be paid at overtime rates. These meetings will take place immediately following a day shift with a minimum of twenty-four (24) hours off prior to the next scheduled shift.

Article 12 – SAFETY AND HEALTH

12.01 The Company and the Union agree to establish a Workplace Safety and Health Committee consisting of not more than **four (4) Union members and one (1) alternate union member**, in accordance with the Workplace Safety and Health Act, and the provisions of the Manitoba Regulation 158/77.

12.02 Meetings of the Workplace Safety and Health Committee shall be held regularly on a quarterly basis, or more frequently if in the opinion of either co-chairperson, health and safety conditions so required, or as may be required by the Workplace Safety and Health Act and Regulations there under.

12.03 Worker's Compensation as administered by the Worker's Compensation Board of Manitoba will govern in all cases where an accident occurs while at work. Employees will be paid for the time lost on the day of the injury for the first aid treatment and transportation in reporting the first treatment of an injury received in the course of employment, and for the balance of that shift if it is decided that an employee is unable to return to work.

12.04 Safety Shoes

Employees will be refunded **one hundred ninety dollars (\$190.00)** (includes laces & insoles) per year with original receipt. Such original receipts shall be kept on file by the Company for at least one year, during which time the employee shall, upon request, be provided with the receipt if they encounter problems with the shoes purchased.

Employees of the Maintenance Department will be refunded one safety shoe subsidy every six (6) months upon approval from their supervisor.

12.05 The Company may request that an employee be required to submit to a physical examination from a physician designated by the Company prior to return to work from an injury or illness. The reason for such a request shall be given to the employee in writing. Should a dispute arise as a result of two different opinions from two different physicians a third physician's opinion shall be requested by either party.

12.06 The company will pay for Company, Insurer or any other requested medical certificates, **either required for medical coverage or dated during the period of absence to an annual maximum of three hundred dollars (\$300.00).**

12.07 Educational Leave

Each member of the Workplace Safety & Health Committee will be granted educational leave for a period of three (3) normal working days each year without loss of pay or to their benefits for the purposes of attending workplace safety and health training seminars, programs or courses of instruction offered by the workplace safety and health division or approved by the Workplace Safety and Health Committee, or provided in the current collective agreement.

12.08 Company to provide employees with CSA approved prescription safety glasses in accordance with Company policy, which will be maintained for the term of the contract.

Article 13 – JURY DUTY

13.01 The Company shall grant leave of absence without loss of seniority to an employee who is called and reports for jury services or as a subpoenaed Crown witness. The Company shall pay such employee the difference between their regular pay and the payment received for such service, excluding payment of traveling, meals, or other expenses. In order to receive payment under this section an employee must furnish the Company with evidence that jury or Crown witness service was performed on the days for which they claim such payment. Employees called to serve on a jury panel or subpoenaed to witness shall be scheduled a day off on the day they were called to serve. If an employee is scheduled on a night shift, the preceding and following days will be scheduled off.

Article 14 – BEREAVEMENT PAY

14.01 In the event of death in the immediate family of an employee, the employee will be granted time off without loss of pay at straight time rate for actual time each day up to five (5) consecutive days. Immediate family shall mean spouse (including common-law), children, step-children, parents, step-parents, brothers, step-brothers, sisters and step-sisters, grandparents and grandchildren.

14.02 In the event of the death of son-in-law and daughter-in-law and parent-in-laws of an employee, the employee will be granted time off without loss of pay at straight time rate for actual time lost each day up to three (3) consecutive days.

14.03 In the event of death of brother-in-law, sister-in-law, grandparents-in-law, uncle, aunt, nephews, and nieces of an employee or spouse, the employee will be granted one (1) day off without loss of pay at straight time rate. In special cases consideration may be given for other relatives.

14.04 The Provisions of this section will not apply when an employee is off duty for the following:

- a) Leave of Absence
- b) Illness
- c) Injury
- d) Lay-off

Article 15 – GENERAL HOLIDAYS

15.01 General holidays under this Agreement mean:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Louis Riel Day	
One-half (½) day before Christmas Day	
One-half (½) day before New Year's Day	

When a holiday falls on a weekend, the following Monday will be observed with pay.

15.02 As of January 1st each year, all employees who have greater than one (1) year of service shall be entitled to one (1) paid floater day to be taken at their discretion. Employees must give seven (7) calendar days' notice to the Company to use the floater. Floaters must be scheduled in full day increments and must be by mutual agreement with the Company. **Unused floater days, not taken by the end of the calendar year, will be forfeited by the employee and not paid out.**

15.03 Every employee who does not work on a general holiday that falls on a regular working day, shall be paid at least the equivalent of the wages they would have earned on that day, had that day not been a general holiday.

15.04 An employee who is required to and does work on a general holiday (except those employees in continuous shift as outlined in Schedule A) shall be paid at one and one-half times (1½ x) their regular hourly rate of pay for the first four (4) hours worked and two times (2x) their regular hourly rate of pay for all additional hours worked on a general holiday, and in addition, they shall be paid their regular rate of pay for the general holiday if so entitled. Where

the general holiday falls on a Friday or Monday, that day will be considered as part of the weekend for purpose of determining the applicable rate of overtime.

- 15.05 An employee's entitlement to pay for a general holiday on which he does not work will be determined and calculated in accordance to existing applicable provincial legislation.
- 15.06 An employee shall not be deprived of this pay for a general holiday, if, by reason of established illness, the employee is absent from work on either or both of the days immediately preceding or following the general holiday. The Company may request a medical certificate.
- 15.07 The Company shall recognize the calendar day of the holidays in 15.01 for the purpose of observance unless otherwise agreed upon by the Company and the Union.
- 15.08 Where the recognized holidays fall during the period of an employee's vacation, the period of vacation shall be lengthened by one (1) working day to include the holiday or by mutual agreement, may be converted to an alternative day or day's pay in lieu thereof.

Article 16 – VACATIONS WITH PAY

- 16.01 All employees will receive vacations with pay in accordance with the following qualification schedules. For purposes of vacation time and vacation pay determination the vacation year will run from January 1st to December 31st.
- 16.02 Vacation time and pay will be given as follows:
 - a) Employees with less than one (1) year's continuous employment with the Company as of December 31st shall receive one (1) days' vacation for each month worked during the preceding vacation year, up to a maximum of ten (10) days, and shall be paid an amount equal to four percent (4%) of their gross earnings.
 - b) Employees who have completed one (1) year of continuous employment with the Company as of December 31st shall be entitled to two (2) weeks' vacation and shall be paid an amount equal to their straight time hourly rate of eighty (80) hours or an amount equal to four percent (4%) of their gross earnings during the preceding vacation year, whichever is greater, except for employees on the 7-day Continuous Schedule.

Employees on the 7-day Continuous Schedule shall be paid an amount equal to eighty-four (84) hours or an amount equal to four percent (4%) of gross earnings during the preceding vacation year, whichever is the greater.

Any such employee deemed not to have completed a year's service with the Company as defined under Article 16.05 shall be paid an amount equal to four percent (4%) of their gross earnings during the preceding vacation year.

c) Employees who have completed four (4) years of continuous employment with the Company as of December 31st shall be entitled to three (3) weeks' vacation and shall be paid an amount equal to their straight time hourly rate of one hundred twenty (120) hours or an amount equal to six percent (6%) of their gross earnings during the preceding vacation year, whichever is greater, except for employees on the 7-day Continuous Schedule.

Employees on the 7-day Continuous Schedule shall be paid an amount equal to one hundred twenty-six (126) hours or an amount equal to six percent (6%) of gross earnings during the preceding vacation year, whichever is the greater.

Any such employee deemed not to have completed a year's service with the Company as defined under Article 16.05 shall be paid an amount equal to six percent (6%) of their gross earnings during the preceding vacation year.

d) Employees who have completed ten (10) years of continuous employment with the Company as of December 31st shall be entitled to four (4) weeks' vacation and shall be paid an amount equal to their straight time hourly rate of one hundred sixty (160) hours or an amount equal to eight percent (8%) of their gross earnings during the preceding vacation year, whichever is greater, except for employees on the 7-day Continuous Schedule.

Employees on the 7-day Continuous Schedule shall be paid an amount equal to one hundred sixty-eight (168) hours or an amount equal to eight percent (8%) of gross earnings during the preceding vacation year, whichever is the greater.

Any such employee deemed not to have completed a year's service with the Company as defined under Article 16.05 shall be paid an amount equal to eight percent (8%) of their gross earnings during the preceding vacation year.

e) Employees who have completed seventeen (17) years of continuous employment with the Company as of December 31^s shall be entitled to five (5) weeks' vacation and shall be paid an amount equal to their straight time hourly rate of two hundred (200) hours or an amount equal to ten percent (10%) of their gross earnings during the preceding vacation year, whichever is greater, except for employees on the 7-day Continuous Schedule.

Employees on the 7-day Continuous Schedule shall be paid an amount equal to two hundred ten (210) hours or an amount equal to ten percent (10%) of gross earnings during the preceding vacation year, whichever is the greater.

Any such employee deemed not to have completed a year's service with the company as defined under Article 16.05 shall be paid an amount equal to ten percent (10%) of their gross earnings during the preceding vacation year.

f) Employees who have completed twenty-five (25) years of continuous employment as of December 31st shall be entitled to six (6) weeks' vacation, and shall be paid an amount equal to their straight time hourly rate of two hundred forty (240) hours or amount equal to twelve percent (12%) of their gross earnings during the preceding year, whichever is greater except for employees on the 7-days Continuous Schedule.

Employees on the 7-day Continuous schedule shall be paid an amount equal to two hundred fifty-two (252) hours or an amount equal to twelve percent (12%) of gross earnings during the preceding vacation year, whichever is greater.

Any such employee deemed not to have completed a year's service with the company as defined under article 16.05 shall be paid an amount equal to twelve percent (12%) of their gross earnings during the preceding vacation year.

(g) Employees who have completed thirty-three (33) years of continuous employment as of December 31st shall be entitled to seven (7) weeks' vacation, and shall be paid an amount equal to their straight time hourly rate of two hundred eighty (280) hours or amount equal to fourteen percent (14%) of their gross earnings during the preceding year, whichever is greater except for employees on the 7-day Continuous Schedule.

Employees on the 7-day Continuous Schedule shall be paid an amount equal to two hundred ninety-four (294) hours or an amount equal to fourteen percent (14%) of gross earnings during the preceding vacation year, whichever is greater.

Any such employee deemed not to have completed a year's service with the Company as defined under article 16.05 shall be paid an amount equal to fourteen percent (14%) of their gross earnings during the preceding vacation year.

(h) Pro-rating formula

For those employees with their 4th, 10th, 17th, 25th and 33rd anniversary beyond the cut-off of December 31st, will receive a pro-rated vacation entitlement, to be scheduled between their anniversary and the following December 31st, at a time mutually agreed between the Company and the employee.

Three Shift

January 1 – February 29:	5 days
March 1 – April 30:	4 days
May 1 – June 30:	3 days
July 1 – August 31:	2 days
September 1 – October 31:	1 days
November 1 – December 31:	0 days

7 – Day Continuous Shift

January 1 – March 31:	3 days
April 1 – June 30:	2 days
July 1 – September 30:	1 days
October 1- December 31:	0 days

(i) The Union and the Company agree to allow payout of excess vacation pay after all vacation entitlement has been exhausted.

16.03 An employee who has ceased to be an employee of the Company or is not entitled to a vacation will receive a vacation allowance under the provision of the Vacation with Pay Act of Manitoba.

16.04 (a) For all employees, working on the three-shift schedule, who qualify for two weeks or more vacation, and all employees, working on the 7-day continuous schedule, who qualify for seven working days or more vacation, two weeks only may be taken in the period July 1st to August 31st. The two weeks may be taken consecutively.

(b) The number of people who may be absent on vacation at any one time, in any one classification or shift, will be determined depending on production requirements. For production teams, there will be a maximum of two (2) employees, regardless of classification, absent at any one time. All eligible employees must indicate their choice of vacation dates no later than October 1st. The vacation schedule will be finalized and posted by October 15th and shall not be changed unless mutually agreed upon by the employee and the Company. Vacation selection will be done in accordance with plant seniority either by department or by crew in accordance with current practice.

(c) Any unused vacation earned during the previous vacation year, must be scheduled by employees no later than September 30th. Should the employee fail to make a vacation selection by this time, the Company will be entitled to schedule the employee's unused vacation.

- 16.05 An employee shall be deemed to have completed a year's service with the Company only after the employee has worked for not less than **one thousand three hundred fifty (1,350) hours during the vacation year** (January 1st to December 31st) in any year. Time spent on WCB leave shall be included in the 1350 hours.
- 16.06 In computing the regular working hours of any period worked by an employee, the regular working hours of the following periods shall not be included:
- (a) The aggregate of periods not exceeding thirty (30) working days in all comprising:
- i) Time during which the employee has been authorized by the Company to be absent from work, AND
 - ii) Time in respect of which the employee files with the Company after being asked to do so, a certificate signed by a duly qualified medical practitioner showing that the employee was not, in the opinion of the medical practitioner, fit to work during that time by reason of illness.
- 16.07 Vacations may not be postponed from one year to another.
- 16.08 Subject to agreement between the employee and the Company, vacations for all eligible employees shall be completed between the period of January 1st and December 31st of each year.
- 16.09 The Union acknowledges that the Company, at its option, may require the plant to be closed for the purpose of providing a Christmas and/or general vacation period. The Company will notify all employees by a memo attached to their pay stub no later than February 1st indicating the dates of the general vacation closure and September 15th for a Christmas shutdown. The Company may schedule up to a maximum of two (2) weeks of an employee's vacation entitlement or floater as set out in Article 16 and 11. For those employees who have booked vacation before the announcement of a Christmas and/or general vacation shutdown, the Company will honor those booked vacations. On a seniority basis, within each classification and department, employees will be eligible to bid, in writing, for available shifts (on a one week basis for all departments excluding those departments working the 7-day continuous shift schedule) until all available shift coverage requirements are fulfilled. Those employees scheduled on continuous shifts, who have bid, will remain on their normally scheduled shift. If all coverage requirements are not filled, the remaining shifts will be offered to employees within the classification and department in order of seniority from the list of volunteers. If necessary, work scheduling will be in reverse seniority (i.e. junior qualified operators will be scheduled). The work schedule shall be

posted three (3) weeks in advance. This general vacation and/or Christmas shutdown period does not apply to the Maintenance Department.

16.10 **The employee will be required to give notice to the Company seven (7) calendar days for scheduling vacation days outside of the current requirements listed in Article 16. In cases where the request is submitted outside of regular business hours, the request will not be considered submitted until the next business day. Regular business hours are from 7:30AM – 4:00PM, Monday through Friday.**

Article 17 – EMPLOYEE WELFARE

17.01 The Company shall pay its share of the premiums shown as necessary to establish coverage for benefits under the insurance plans outlined in Schedule "C".

17.02 The terms of the plans referred to in Section 17.01 are contained in the policies made known to the Union prior to the execution of this agreement. The Company's responsibility shall be specifically limited to paying the premiums outlined above required to keep the plans in force and effect. The Company shall provide the Union with a copy of the Insurance Carrier contracts and will notify the Union of any changes in coverage.

17.03 The Carriers and plans referred to above may be changed provided above is at least maintained without prior consultation with the Union.

17.04 Notwithstanding the foregoing, the plans referred above may be changed as may be required by Provincial or Federal legislation.

17.05 Pension Plan

Benefit levels as follows:

	Mandatory	Optional
July 1,2017	5%	2%

Employer will match 100% of the employee mandatory and optional contributions.

The Company will offer quarterly pension presentations for new employees and a follow-up meeting in their second year. These meetings will be on Company time.

Article 18 – TECHNOLOGICAL CHANGES

18.01 "Technological Change" in this article means:

- a) The introduction by the Company into its work undertaking or business of equipment or material of a different nature or kind than that

previously used by the Company in the operation of its work, undertaking or business, AND

- b) A change in the manner in which the Company carries on its work or business that is directly related to the introduction or removal of the equipment or material.

18.02 The provisions of this Article are intended to assist employees affected by a Technological Change to adjust to the effect of the Technological Change.

18.03 If the Company decides to effect a Technological Change that is likely to affect the terms and conditions, or the security of employment of a significant number of employees covered by the Agreement or to alter significantly the basis upon which this Collective Agreement was negotiated, it shall give the Union at least three (3) months' notice of the Technological Change, stating:

- a) The nature thereof;
- b) The date on which it is to be effective;
- c) The approximate number and classifications of employees to be affected;
- d) The effect that the change is to have on the terms and conditions of employment.

18.04 Upon receipt of the notice referred to in Section 18.03 there shall be established a Joint Committee comprised of two (2) representatives from the Company and two (2) representatives from the Union (American Biaxis Inc. employees). The function of the committee shall be to study the effects of the planned technological change on affected employees and to make such recommendations within sixty (60) days as are mutually agreed upon to the Plant Manager with the view to ensuring that the interests of both the employees and the Company are fully considered.

18.05 An employee affected by technological change who has acquired three (3) years or more seniority and is to be reassigned to a classification at a lower wage rate shall retain the wage rate he was paid prior to their reassignment for an initial six (6) month period. For the subsequent six (6) month period the employee shall be paid a wage rate calculated at the mid point between the rate he was paid prior to the change and the wage rate for the classification to which they are then assigned. At the end of the twelve (12) months the employee will be paid the wage rate for the classification to which they are assigned.

18.06 The above articles are in lieu of the provisions of the Labour Relations Act.

Article 19 – WAGES

- 19.01 During the term of this agreement, the Company and the Union agree that all payments of wage will be made in accordance with the wage rates set forth in Schedule "B" hereto.
- 19.02 a) An employee's annual progression through the wage ranges, up to the maximum, shall be guaranteed. Increment dates will coincide with the date of hire, or the date of promotion, whichever is most recent.
- b) An employee within the Production Team Assistant classification, who has reached the top wage rate, will be promoted to Production Team Operator upon their next anniversary date. However, this promotion is dependent on the employee's ability to demonstrate, through the Company's PEP program, that they have the skills and ability to fulfill the requirements of the higher classification. If the Company determines that such a promotion is not warranted, the employee will be notified in writing. The letter must clearly state the reasons why the promotion is being withheld and what actions must be taken before a promotion will be considered.
- 19.03 The Company may at any time during the term of this agreement establish new jobs or change existing jobs and will meet and consult with the Union in an endeavor to establish rates for such jobs.
- 19.04 **The Company may increase wage rates over the wage rates set forth in Schedule "B" with the mutual agreement of the Union.**
- 19.05 The Company agrees to pay the employees covered by this agreement every two (2) weeks.

Article 20 – MAINTENANCE OF RATES

- 20.01 When an employee is temporarily assigned to and works in a higher paying classification, **excluding coverage for scheduled breaks**, they shall be paid the rate of the higher paying classification **for all hours worked in that classification on that shift**. The employee will be paid at the higher classification rate or an additional 60¢ per hour whichever is higher.

Article 21 – STRIKES AND LOCKOUTS

It is agreed by the Union that there shall be no strikes either complete or partial during the lifetime of this agreement, or while negotiations for renewal of this agreement are in process. It is further agreed by the Union that should any such collective action be taken the Union shall instruct its members to carry out the provisions of this agreement and return to work and perform their duties in the usual manner.

It is further agreed by the Company that there shall be no lockouts during the life of this agreement or while negotiations for renewal are in progress.

Article 22 – COPIES OF THE AGREEMENT

22.01 The Company shall provide copies of this Agreement in booklet form to the Union and employees. The Company shall not be required to provide more than 100 copies. The Company shall also put the collective agreement into the Company's intranet service.

Article 23 – Job Security

23.01 In the event of a total, final department or plant closure, severance pay in addition to statutory notice, shall be forty (40) hours of the employee's base rate, per year of service to a maximum of **one thousand two hundred (1,200)** hours of the employee's base rate.

23.02 An employee who is laid off and has not been recalled after a period of twelve (12) months will be eligible to make application for severance pay in the amount of forty (40) hours of the employee's base rate, per year of service, to a maximum of one thousand and forty (1040) hours of the employee's base rate. The employee must have a minimum of five (5) years plant seniority to be eligible for this severance pay in 23.02.

23.03 Employees on the 7-day continuous schedule shall have severance pay calculated on the basis of **forty-two (42)** hours of the employee's base rate, per year of service to a maximum of **one thousand two hundred sixty (1,260) hours of the employee's base rate** to be applied in both articles 23.01 and 23.02.

23.04 Employees eligible for severance pay as provided by Government legislation will receive either the Government legislation provisions or the Company severance pay provision, whichever is greater.

Article 24 – HUMAN RIGHTS

24.01 The Company and the Union approve of the principle of the Human Rights Legislation in Manitoba.

The Company and the Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practised by either of them or by any of their representatives, with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership or activity.

The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised or practised by either of them, or by any of their representatives with respect to any employee because of age, sexual orientation, or disability, save and except those limitations as set out in the applicable Federal/Provincial Legislation.

Where the term spouse or partner is used in this Agreement, it shall also mean same-sex spouse or partner.

This article will be consistent and adhere to the Company benefit programs, and the Corporate Winpak, Winpak Division and American Biaxis Human Rights Policies. All legislation with respect to this article will also be adhered to.

24.02 The Company will deduct one cent (\$.01) per member per hour from employee's wages to the **Unifor Social Justice** Fund on an annual basis. (January to December) The Company will also include with the remittance, the number of employees from whom deductions have been made.

24.03 The Company agrees to follow the Manitoba Employment Standards Code regarding the Domestic Violence and Stalking Act in place as at July 1, 2017, for employees who are victims of domestic violence and stalking. Domestic violence leave gives job protection to eligible employees to take time off work for specified purposes to address the situation of the violence of which they are subject to.

Article 25 – LEAVES OF ABSENCE

25.01 An employee may be granted a leave of absence for good reason once every twenty-four (24) months. Such leaves shall be granted at the Company's sole discretion and during such time the employee(s) shall not lose seniority and shall have the right to make required contributions to maintain their benefits. Further leave may be granted by the Company in exceptional circumstances. **All vacation must be used prior to a leave of absence.**

25.02 In the case of an employee being appointed or elected to full-time office or position in the Union a leave of absence of up to one year shall be granted. Further leave may be granted by mutual consent.

No more than one employee shall be entitled to be on such leave at any one time.

25.03 Employees may be granted leaves of absence to attend union business upon written notification to the Company not less than two (2) weeks in advance of same. The Company shall confirm or deny the employee's request, with reasons, within one (1) week of receiving such notification. Permission for

such leave of absence shall not be unreasonably withheld. No more than one (1) employee from any one department may be absent on such leave at any one time. The total of such leaves shall be restricted to twenty-five (25) workdays per year.

Article 26 – DISCIPLINARY RECORDS

The Employer agrees that it will not refer to disciplinary warnings or suspensions to justify an increased penalty on a progressive discipline basis for an unrelated offence provided that such warnings or suspensions are more than eighteen (18) months old and no other discipline **of the same category** has been imposed.

In order to ensure that discipline through the plant is applied in a fair and even-handed manner, the Company will apply the principle of progressive discipline according to the following guidelines:

- a) an oral reprimand, with notation in the employee's personnel file
- b) a written warning;
- c) a suspension or suspensions without pay in line with the severity of the case;
- d) dismissal for just cause.

The Company will apply these guidelines to employee behaviours requiring discipline in each of these four (4) separate categories:

- a) attendance
- b) performance
- c) misconduct
- d) health and safety

The Company and the Union recognize that some offences requiring discipline may be so severe as to result in immediate suspension or dismissal.

Article 27 – TERMINATION AND RENEWAL

27.01 This agreement shall become effective upon execution and shall remain in effect up to and including June 30, **2021**.

27.02 This agreement shall be automatically renewed after June 30, **2021** for successive periods of twelve (12) months unless either party requests a meeting for the purpose of discussing the renewal or amendment of or the negotiation of a new Agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the anniversary of this Agreement, being June 30th, **2021** or of any automatic renewal of this Agreement.

Memorandum of Settlement

This memorandum is signed by the following parties dated June 1, 2017:

For The Company



(R. Baines)



(G. Hall)



(K. Post)



(V. Nelson)




(R. Degeus)

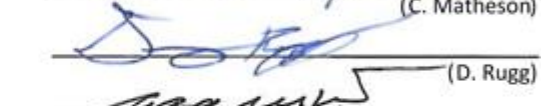


(E. Zutter)

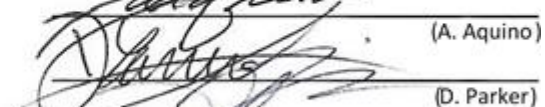
For the Union




(C. Matheson)




(D. Rugg)




(A. Aquino)



(D. Parker)



(D. Laniuk)



(L. Olafson)

**SCHEDULE "A"
7-DAY CONTINUOUS SCHEDULE**

There will be four crews, namely: A, B, C and D working to the following shift schedule. (8am to 8pm or 8pm to 8am) Each shift is twelve (12) hours in duration. This cycle repeats itself every four weeks.

WEEK 1	MON	TUE	WED	THU	FRI	SAT	SUN
DAYS	A	A	A	A	C	C	C
NIGHTS	C	D	D	D	B	B	B
WEEK 2	MON	TUE	WED	THU	FRI	SAT	SUN
DAYS	D	D	D	D	B	B	B
NIGHTS	B	C	C	C	A	A	A
WEEK 3	MON	TUE	WED	THU	FRI	SAT	SUN
DAYS	C	C	C	C	A	A	A
NIGHTS	A	B	B	B	D	D	D
WEEK 4	MON	TUE	WED	THU	FRI	SAT	SUN
DAYS	B	B	B	B	D	D	D
NIGHTS	D	A	A	A	C	C	C

Article 11.05 (40 Hour Flex Schedule)

Employees will rotate through the 40 hour flex shift schedule as seen in Schedule A. Each shift is either eight (8) hours or ten (10) hour shifts. The cycle repeats every three (3) weeks. There will be two (2) twenty (20) minute breaks per shift.

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Hrs
1	X	X	X	X	X	7AM – 3PM
2	X	X	X	X		7AM – 5PM
3		X	X	X	X	7AM – 5PM

Article 11.06 (6-day, 12 hr coverage schedule)

(Shifts run 8am to 8pm, rotate every four (4) weeks)

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
	A	A	A	B	B	B

**Established Wage Rates - Schedule B
Effective July 1, 2017 - June 30, 2018**

Class	Title	Start	Probation	1	2	3	4	5	6	7
TL	Production Team Leader						30.62	31.88	32.70	
TO	Production Team Operator				*	*				
TA	Production Team Assistant	16.16	19.94	21.28	<u>24.24</u>	<u>25.06</u>	25.98	28.12	29.47	
<i>* TO2, TO3: These rates apply to temporary upgrades only</i>										
SR	Shipper / Receiver Warehouse/Material					24.24	25.28	26.97	28.10	
WM	Handling	16.35	20.14	22.06	22.89	23.67	24.64			
EL	Electrician			32.01	34.07	37.79				
M	Mechanic			30.75	33.08	36.97				
A	Mech/Elec Apprentice	18.85	22.33	23.07	24.67	26.31	29.07			
ED	Electrician + one other trade			34.83	36.87	40.59				
PU	Plant Utility	16.16	19.94	21.66	22.47	23.25	24.24			

**Established Wage Rates - Schedule B
Effective July 1, 2018 - June 30, 2019**

Class	Title	Start	Probation	1	2	3	4	5	6	7
TL	Production Team Leader						31.31	32.60	33.44	
					*	*				
TO	Production Team Operator				<u>24.79</u>	<u>25.62</u>	26.56	28.75	30.13	
TA	Production Team Assistant	16.52	20.39	21.76	23.37	24.79				
					<i>* TO2, TO3: These rates apply to temporary upgrades only</i>					
SR	Shipper / Receiver					24.79	25.85	27.58	28.73	
WM	Warehouse/Material Handling	16.72	20.59	22.56	23.41	24.20	25.19			
EL	Electrician			32.73	34.84	38.64				
M	Mechanic			31.44	33.82	37.80				
A	Mech/Elec Apprentice	19.27	22.83	23.59	25.23	26.90	29.72			
ED	Electrician + one other trade			35.61	37.70	41.50				
PU	Plant Utility	16.52	20.39	22.15	22.98	23.77	24.79			

Established Wage Rates - Schedule B
Effective July 1, 2019 - June 30, 2020

Class	Title	Start	Probation	1	2	3	4	5	6	7
TL	Production Team Leader						31.94	33.25	34.11	
TO	Production Team Operator				*	*				
TA	Production Team Assistant	16.85	20.80	22.20	<u>25.29</u>	<u>26.13</u>	27.09	29.33	30.73	
<i>* TO2, TO3: These rates apply to temporary upgrades only</i>										
SR	Shipper / Receiver					25.29	26.37	28.13	29.30	
WM	Warehouse/Material Handling	17.05	21.00	23.01	23.88	24.68	25.69			
EL	Electrician			33.38	35.54	39.41				
M	Mechanic			32.07	34.50	38.56				
A	Mech/Elec Apprentice	19.66	23.29	24.06	25.73	27.44	30.31			
ED	Electrician + one other trade			36.32	38.45	42.33				
PU	Plant Utility	16.85	20.80	22.59	23.44	24.25	25.29			

Established Wage Rates - Schedule B
Effective July 1, 2020 - June 30, 2021

Class	Title	Start	Probation	1	2	3	4	5	6	7
TL	Production Team Leader						32.90	34.25	35.13	
TO	Production Team Operator				*	*				
TA	Production Team Assistant	17.36	21.42	22.87	<u>26.05</u>	<u>26.91</u>	27.90	30.21	31.65	
<i>* TO2, TO3: These rates apply to temporary upgrades only</i>										
SR	Shipper / Receiver					26.05	27.16	28.97	30.18	
WM	Warehouse/Material Handling	17.56	21.63	23.70	24.60	25.42	26.46			
EL	Electrician			34.38	36.61	40.59				
M	Mechanic			33.03	35.54	39.72				
A	Mech/Elec Apprentice	20.25	23.99	24.78	26.50	28.26	31.22			
ED	Electrician + one other trade			37.41	39.60	43.60				
PU	Plant Utility	17.36	21.42	23.27	24.14	24.98	26.05			

SCHEDULE "C"

- (a) **Group Life Insurance:** \$50,000.00 or 1x earnings, whichever is higher. Company responsible for 100% of the premium.
- (b) **Accidental Death and Dismemberment:** principal sum to \$35,000.00 or 1x earnings, whichever is higher. Company responsible for 100% of the premium.
- (c) **Short Term Disability:** 70% of weekly earnings to a maximum benefit of **\$950.00** per week at date of disability. Benefit waiting period: zero days for accident, hospitalization due to injury and day surgery; 3 days for sickness (or first day hospitalization (or day sought medical attention, if earlier): Departments working the 7-day continuous schedule - 2 days sickness; maximum benefit period - 26 weeks. Company responsible for 100% of premium.

An employee must keep the Company advised of the reason for any absence from work and make arrangements with the Company for their return to work. Where an employee has an extended absence from work, they must initially provide a return to work date from their physician. If the employee becomes aware of any change in the initial prognosis, the employee is required to contact the Company's designate on a weekly basis until a new return to work date is determined. The Human Resources Specialist or their designate is the Company official who is authorized to receive confidential medical information.

- (d) **Long Term Disability:** 66.67% of monthly earnings to a maximum benefit level of \$5,000.00. Cost of living adjustment added to benefit. Benefit waiting period - 180 days. Maximum benefit period to age 65. Company responsible for 100% of premium.
- (e) **Extended Health Care:** Semi-private hospital, professional and medical care and prescription drugs for employees and eligible dependents. Company responsible for 75% of premium. Employee responsible for 25% of premium.
- (f) **Dental:** Waiting period of nine (9) months. Basis of coverage is according to current fee schedule for general practitioners in province of residence. Basic 100%, major dental 80%, to an annual maximum of \$1,800.00 per person; **Orthodontic 50% - limited to a lifetime maximum \$1,750.00 per person.** Company responsible for 75% of premium. Employee responsible for 25% of premium.
- (g) **Optical Plan:** The Company will pay 100% of all optical premiums. Purchase of prescription eyeglasses to a maximum amount of **\$375.00** every two years for employees and eligible dependents, every 12 consecutive months for children under 18 years of age; every 24 months over the age of 18. Eye examination reimbursed to a maximum of **\$100.00** per calendar year.
- (h) The Company will provide a drug card to employees. The card will carry a \$1.00 cash deductible on prescription costs and any dispensing fee over \$9.00 will be paid by the employee.

LETTER OF UNDERSTANDINGS
BETWEEN
AMERICAN BIAxis INC.
-AND-
LOCAL 830, UNIFOR

(1) Letter of Understanding: Leave for Local 830 President

The Company agrees that upon written request, it may give the Local 830 President of UNIFOR, time off work in order to fulfill the duties of their office. The Company agrees to allow Local 830 President one (1) Union day per month, excluding June, July or August, unless mutually agreed.

Such leave shall not be unreasonably denied.

Local 830 President undertakes to give as much advance notice of such requests as possible and further to keep the Company fully informed of situations which may give rise to requests for leave.

(2) Letter of Understanding: UNIFOR Representatives and Activities

It is understood that employees who are absent for the purpose of Union business shall have their wages maintained at their regular hourly rates and shift premiums as if they were working.

The Company will invoice the Union monthly for the amounts owing. The Union will remit the full amount owing no later than sixty (60) days after receipt of invoice.

(3) Letter of Understanding: Company Sponsored Apprenticeship Training

This is a summary of the monetary items with respect to the Company Sponsored Apprenticeship Program.

Upon ratification, the Company will maintain the employee's wage while they are attending school (based on 40 hours per week). The Company will cover costs of required books and tuition for full Apprenticeship Training Program. For Millwrights studying in The Pas, the Company will cover accommodations to a maximum of \$450 per month and travel (mileage) expenses at Company current published rate of expenses for the initial and final return trip home for the duration of the training period. The Company will also cover four (4) return trips during the study period in The Pas.

If an employee is training for a second trade ticket, they will receive the following percentages of the dual trade premium after each level is completed: 1st level-20%, 2nd level-40%, 3rd level-60%, 4th level-80%, Journeyman (Red Seal) Certification-100%. (These premiums are paid only if the employee is actively working towards their ticket).

When an employee completes apprenticeship training, they will move to:

- **Class M, Merit Increment #1 for Mechanical Millwright/Machinist and**
- **Class EL, Merit Increment #1 for Electrician/Electronics.**

Upon completion of the Apprenticeship Program the employee must complete three (3) years of service with the Company (from date of receiving Journeyman Red Seal

Certification). Failure to meet this requirement will result in the employee having to repay any/all topped up wages, tuition, books and accommodations while attending school, based on a monthly proration.

Candidates must be actively registered with the Manitoba Apprenticeship Board and follow all rules and regulations of the program. Failure to successfully complete the program will result in the employee being removed from the classification.

(4) Letter of Understanding: Conditions for Company Approval to Change Pension Plan

The Company and the Union agree that during the term of the agreement, the Union may establish another pension plan with Company approval and the majority vote of Union Members, it being understood that all agreed-to pension contributions currently being made will continue without interruption and will be directed to the new plan.

The conditions for Company approval of any new pension plan other than the current Company sponsored Defined Contribution Plan are:

- Review of the new plan document;
- Review of the plan performance for the last 10 years;
- Latest actuarial valuation, verifying existence of surplus;
- Confirmation that American Bixis Inc.'s / Winpak Ltd.'s liability is limited solely to negotiated contributions;
- For the Union to ensure that all members have been educated concerning the structure and benefits of the new pension plan;
- Majority approval of Union members to move to a new pension plan;
- The Board of Directors of Winpak Ltd. must approve the new plan.

(5) Letter of Understanding re: Mutual Shift Trades

The Employer and the Union agree as follows:

1. The purpose of this Letter of Understanding is to provide the parties with clarification and guidance regarding the administration of Article 11.02(b) of the Collective Agreement, particularly with regard to circumstances which constitute and do not constitute reasonable grounds. Nothing in this Letter of Understanding shall constitute an expansion or abrogation of either party's rights or responsibilities under the Collective Agreement.
2. It is recognized that mutual shift changes under Article 11.02(b) are a negotiated right, and all the requests for shift change will be given serious consideration by the Employer based on the individual circumstances of each request. It is agreed that the Employer must approve shift change requests before the employee may mutually trade shifts, but that the Employer's approval shall not be unreasonably denied. In order to deny a shift change request, the Employer must have a legitimate business reason, based on the circumstances of the particular request.
3. The Employer agrees to provide written reasons for all shift change denials to both employees seeking the shift change. Those written reasons shall be sufficient in detail for the employees to understand why the change request was denied. In explaining the reasons to the respective employees the Employer will be careful to not disclose the private information of the affected employees to one another.

4. The parties agree that it is reasonable for a shift change request to be denied for the following non-exhaustive reasons:
 - a) The shift change request will impose additional cost on the Employer;
 - b) The shift change request would result in a conflict for vacation entitlement;
 - c) The two employees do not have the same qualifications for the job.
5. The parties agree that in the absence of the instances listed in point #4 above, each shift change request will be given consideration based on the following general principles that may apply to a request:

a) Absenteeism:

The parties recognize that shift change denials are not to be used as an attendance management tool under the Employer's Attendance Management Policy, nor are shift change denials intended to punish employees for absenteeism.

The parties agree that an employee's absenteeism record will not be relied on to deny a shift change request unless the Employer has a reason to believe that one or both of the employees has a record of absenteeism that is related to the particular shift change request. For example, an employee may demonstrate a recent pattern of absenteeism on a particular shift which might justify a denial of the employee working or absenting him or herself from that shift, until an improvement is demonstrated.

The parties agree that a shift change request will not be denied on the above basis unless the employee has a record of absenteeism that exceeds the plant average over a rolling 12-month period, and the employee is involved in the stages of progressive discipline under the current Attendance Management Policy. The parties recognize that they may not agree on whether a record of absenteeism should include culpable and non-culpable absences for the purpose of a shift change denial, and reserve their rights to grieve this in the future. However, it is acknowledged that shift change requests will not be denied for employees who meet these criteria due to long-term absences or a series of shorter but repeated absences that are attributable to a particular illness or injury. It is acknowledged that only in rare circumstances would absenteeism be a reasonable ground for denying shift trades and those circumstances would be limited to employees who meet the above noted criteria due to a repeated short-term absence arising from a variety of absences caused by factors other than a physical or mental disability.

Where the Employer denies a shift request on this basis, and the Union requests verification that the employee's record of absenteeism exceeds the plant average over a rolling 12-month period, the Employer shall provide both the most recent calculation of the plant average and the employee's record of absenteeism for the same period forthwith, and before the start of the first day of the shift that was sought to be exchanged.

b) Performance Issues:

The parties agree that shift change denials are not a tool to punish employees who are not meeting the Employer's performance expectations.

It is recognized that where performance concerns can be addressed by a supervisor on the shift to which the employee seeks to change to, performance issues will not be used as a ground to deny the shift change request. However, it is also recognized there may be situations where an employee's performance concerns are serious enough to warrant enhanced supervision by the employee's regular supervisor, or by the department manager or assistant manager. In these situations, the employee may be denied a shift change for the period of a three (3) week shift rotation, or such longer period of time as is reasonably necessary, in order to address the performance concern through enhanced supervision, but no longer than is reasonably necessary to address the performance concern.

The parties agree that a shift exchange request would not generally be denied based on performance concerns unless the employee has been subject to recent formal discipline and has been provided a reasonable opportunity to improve, but is not showing improvement. The Union reserves the right to grieve, on a case by case basis, whether a particular denial based on recent formal discipline is reasonable in the circumstances.

c) Training:

The parties recognize that, apart from the need for supervision of performance concerns outlined above, there may be times where an employee is required to receive training which has been scheduled to take place on a certain shift, and the training will not be available on other shifts or cannot reasonably be postponed. It is not unreasonable for the Employer to deny a shift change request in these circumstances.

d) Avoiding a Particular Shift:

The parties recognize that there is no blanket prohibition against employees exchanging shifts in order to avoid working a day shift. However, an employee may be denied a shift change and required to work a day shift for training reasons.

6. It is recognized that if an employee requires accommodation in shift scheduling on a temporary or permanent basis due to any ground protected by The Human Rights Code, they can approach management to request accommodation.

(6) Letter of Understanding: PEP Committee

PEP will be the basis for training and development of production and shipping/warehousing positions and for the filling of promotions and vacancies.

It is acknowledged that it is the joint responsibility of management and the employee to ensure that best efforts are used to complete each level of PEP.

The joint PEP Committee shall meet twice a year to evaluate the program. The make-up of the PEP Committee is to include a minimum of two (2) employees and two (2) management employees.

Any changes in the PEP will be discussed and mutually agreed upon by the joint PEP Committee.

(7) Letter of Understanding: 6-day, 12-hour Coverage Schedule

Hours of Work: Employees will work 36 hours (12-hour shifts) each week as per Schedule "C" and receive pay for 40 hours. The employees schedule will rotate every four (4) weeks, unless there has been mutual agreement for a shift trade between two employees approved by the supervisor or manager.

Request to Return to Former Position: The employee will have 240 hours to make the request to return to his/her former position following the date at which the employee commenced working on the new shift rotation.

Vacation: Vacation will be paid at thirteen and one third (13 1/3) hours per day. Vacation must be taken in full 12-hour allotments, whereby thirteen and one third (13 1/3) hours will be applied against the employees vacation entitlement. Partial vacation hours may be combined with earned banked to cover a full day off.

Bereavement & Statutory Holiday Pay: Employees will receive thirteen (13.33) hours of pay for bereavement & statutory holidays. The employee will receive twelve (12) hours pay and receive the scheduled working day off. For those employees where the statutory holiday falls on their scheduled day off, the employee the employee will **receive the thirteen and a third (13.33) hours of pay**, however will not receive an additional unpaid in lieu of day off.

Overtime: Provisions for overtime will be accordance with the Three Shift Agreement, with the exception that an employee must work a minimum of thirty-six (36) hours in a given week in order to qualify for overtime. Hours worked in excess of thirty-six (36) hours will be paid at the rate of time and one half the employees basic rate for the first four (4) hours, all hours thereafter will be paid at double (2x) the employee's basic rate of pay. Overtime will be paid at the rate of time and one half the employee's basic rate for all authorized overtime hours worked in excess of twelve (12) hours in a day. The rate of double time will be paid for all authorized overtime hours worked in excess of sixteen (16) hours in a day.

Shift Premiums: Employees will receive a night shift premium for all hours worked during the period from 8:00pm to 8:00 am in accordance with Article 11.05 as outlined in the Collective Agreement. Considerations for weekend and/or afternoon shift premiums will not apply under this agreement.

(8) Letter of Understanding re: Relief Production Assistant Agreement

The new position of Relief Production Assistant will provide relief coverage. The Relief Production Assistant will receive pay in accordance with Article 19 as outlined in the Collective Agreement. The employee shall be considered to be working a 7-day continuous schedule and all articles in the contract pertaining to the schedule apply to this employee (i.e. vacation entitlement, shift and weekend premiums).

Hours of Work: The employee will be scheduled for 7 shifts within a 14-day pay period, not to exceed a total of 48 hours within a given work week.

Weekly Schedule: The Company will confirm the Relief Production Assistant's 2-week pay period schedule no later than the Friday that is 10-days before the Monday that begins the pay period and schedule in question. The Company agrees to schedule the employee with no more than one short shift change (24-hour rest period) within a given

week **and no more than four consecutive shifts.** The Company reserves the right to alter the employees schedule up to 4:00pm of the Friday preceding any given week in situations where shifts become available for coverage and the employee had been scheduled as an extra to fill their schedule.

Training: During the probationary period the employee will be assigned to complete their training on one particular crew for the entire probationary period.

Vacation: Vacation will be paid in accordance with Article 16 of the Collective Agreement. In cases where the employee has scheduled days of vacation, those days will be subtracted from the 7 shifts the 14-day period and the employee will not be scheduled on the specific days they have scheduled vacation. Employees will be paid an amount equal to 42 hours when scheduled for a full week of vacation. Partial vacation hours may be combined with earned banked time to cover for a full day off.