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THIS AGREEMENT made and entered into this **7th day of March, 2018.**

BETWEEN:

THUNDER CREEK PORK, a body corporate incorporated under the laws of Saskatchewan, operating in the City of Moose Jaw, in the Province of Saskatchewan, hereinafter referred to as the Company

OF THE FIRST PART

AND:

SASK. JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 455, hereinafter referred to as the Union

OF THE SECOND PART

ARTICLE 1 - PURPOSE

- 1.01 The Company operates a meat processing facility, which requires a skilled workforce and a flexible and efficient operation to meet the competitive demands of a market-driven industry.
- 1.02 This Agreement is intended to establish terms and conditions of employment beneficial to the employees, to provide a harmonious method by which to resolve differences promptly and without interruption of work and to enable the Company to operate the plant efficiently and profitably.

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive bargaining agent of the employees in the bargaining unit as described in the Certification issued by the Saskatchewan

- 2.02 Labour Relations Board referencing River Valley Pork as the certified Company.
- 2.03 It is agreed that out-of-scope personnel shall not work on any job or occupation which is within the bargaining unit to an extent that it deprives bargaining-unit personnel of employment.

ARTICLE 3 – UNION SECURITY

- 3.01 Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of employment and every new employee whose employment commences hereafter shall, within ten (10) days after the commencement of his employment, apply for and maintain membership in the Union as a condition of employment.
- 3.02 The Company will obtain from each new employee the necessary Union Membership Applications.
- 3.03 The Company will deduct from each employee's pay the amounts of Union dues, assessments and initiation fees established by the Union. Such deductions shall be deducted bi-weekly for the 26 pay periods of each year. Deductions shall be forwarded to the Treasurer of the Union not later than **five (5)** business days following the pay date, together with a printed statement listing names, **the number of hours worked/paid and the wage rates** of employees for whom deductions were made.
- 3.04 The Company shall furnish the Union each month with a written list of:
- (a) Names of employees from whom the deductions have been made;
 - (b) Names of employees whose employment has been terminated;
 - (c) Names of all employees who have been hired;

- (d) Home addresses of all new employees hired and any changes in home addresses of all other employees who are members of the Union.
- 3.05 The Company shall supply a bulletin board for the use of the Union for the posting of notices of official Union business.
- 3.06 The Parties agree to provide each employee with a copy of the Agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes and agrees that, except as specifically abridged or modified by this Agreement, all of the rights which the Company has prior to the signing of this Agreement are retained solely by the Company.
- 4.02 Without limiting the generality of the foregoing, the Company reserves the sole and exclusive right to operate and manage the business in all respects, including the right to hire employees, to direct and schedule the workforce, to promote, demote, transfer and lay off employees, to discipline and dismiss employees for just and reasonable cause, to make, publish, revise and enforce reasonable rules and regulations governing the conduct of employees and the operation of the business, to assign to jobs, to increase or decrease the working forces and to determine the products to be handled, subject only to the provisions of this Agreement.

ARTICLE 5 – HOURS OF WORK AND OVERTIME

Hours of Work

- 5.01 The normal workweek shall be eight (8) hours per day, forty (40) hours per week, Monday to Friday, however, the Company may establish regular workweeks of Tuesday to Saturday or Wednesday to Sunday if required to meet business needs.
- 5.02 Regular starting times for shifts shall be determined by the Company in order to operate the Plant efficiently but there

shall be regular schedules providing for regular steady shifts not swing shifts. Every employee will be provided with a written form detailing their start time and workweek schedule.

Hours of Work – Twelve (12) Hour Shifts

- 5.03 (a) The Company may implement Flexible Work Shifts consisting of rotating shifts of either ten (10) or twelve (12) hour days for employees in the Maintenance Department. Article 5.09 – Meal Break, Article 5.10 – Rest Periods and Articles 5.05 and 5.06 - Overtime, will not apply to employees on Flexible Work Shifts.
- (b) Overtime for employees on a Flexible Work Shift shall be paid as follows:
- (i) One and one-half (1 ½) times the employee's regular hourly rate:
 - (a) after ten (10) hours for shifts with ten (10) hour workdays;
 - (b) after twelve (12) hours for shifts with twelve (12) hour workdays;
 - (c) for time worked on the employee's first scheduled day off in a shift.
 - (ii) Two (2) times the employee's regular hourly rate for time worked on a Statutory Holiday or on the employee's second day off in a shift.
- (c) Employees on Flexible Work Shifts will be entitled to three (3) paid rest periods each shift as follows:
- (i) A fifteen (15) minute rest period approximately one-quarter (1/4) into the shift;

- (ii) A thirty (30) minute rest period approximately mid-shift;
 - (iii) A twenty (20) minute rest period approximately three-quarters (3/4) into the shift.
- (d) If an employee on a Flexible Work Shift is expected to work more than one (1) hour beyond the end of a shift, a paid fifteen (15) minute rest period shall be provided. In addition, if an employee on a Flexible Work Shift works overtime such that the employee is working more than five (5) hours since the rest period referred to in (c)(iii) above then a further fifteen (15) minute paid rest period will be provided and the Company will either provide a meal or pay a ten (\$10.00) dollar meal allowance.

5.04 No employee's shift or start time shall be changed without at least **forty-eight (48)** hours' prior notice, **with the exception of changes due to emergencies (e.g. delivery delays, breakdowns, weather)**. In the event that an employee's shift or start time must be changed without **forty-eight (48)** hours' prior notice **and the above exceptions are not present**, time and one-half (1 ½) shall be paid for hours worked outside of the existing shift or start time.

Overtime – Eight (8) Hour Shifts

- 5.05 Overtime shall be paid at one and one-half (1 ½) times the employee's regular hourly rate in the following cases:
- (a) Before or after eight (8) hours on a regularly scheduled workday;
 - (b) After forty (40) hours in a regularly scheduled workweek;
 - (c) For time worked on a Saturday except where the time falls within the employee's regularly scheduled workweek.

5.06 Overtime shall be paid at two (2) times the employee's regular hourly rate in the following cases:

- (a) After eleven (11) hours' worked on a regularly scheduled workday;
- (b) After forty-eight (48) hours' worked in a regularly scheduled workweek;
- (c) For time worked on a Sunday or a statutory holiday except where that time falls within the employee's regularly scheduled workweek.

Distribution of Overtime

- 5.07
- (a) Due to the nature of the business of processing live hogs and the market for the Company's finished products, it may, at times, be necessary to require overtime from employees or by an entire group of employees on a specific line operation.
 - (b) When overtime is necessary in any job, the overtime shall be assigned to the employee who was performing the job in the regular hours preceding the overtime period.
 - (c) If the job requiring overtime was not occupied in the regular hours prior to the overtime period or if there is more than one (1) employee occupying similar jobs where overtime is required, the senior qualified employee in that department shall have the first opportunity to work the overtime. If, in this process, a sufficient number of employees do not volunteer then the Company shall assign the overtime to qualified employees in reverse order of seniority, first in the department and then in the Plant.

For the purpose of this Article, qualified means able to do the job without instruction or supervision.

Banked Overtime

- 5.08 Employees will be allowed to bank a maximum of eighty (80) cumulative hours, at their regular hourly rate, of overtime per calendar year. The Company will, subject to the requirements of the business, grant time off to employees which will be paid out of the employee's banked overtime. Upon two (2) weeks' notice, the employees may request to be paid out all monies in their overtime bank to be included in their next payroll cheque. In any event, all employees banked overtime balances will be reduced to zero by payment on their payroll cheque at each calendar year-end or when they leave the Company.

Meal Break

- 5.09 (a) A meal break, without pay, shall be provided not more than five (5) hours after the start of a shift. Employees required to work more than five (5) hours without a meal break shall be paid one and a half (1 ½) times their regular hourly rate for all time worked in excess of five (5) hours until a meal break is taken.
- (b) If an employee is expected to work more than one (1) hour beyond the end of the shift, a paid fifteen (15) minute rest period shall be provided. In addition, if the employee works overtime such that the employee is working more than five (5) hours since the first meal break referred to in (a) above then a further fifteen (15) minute paid rest break shall be provided and the Company will either provide a meal or pay a ten (\$10.00) meal allowance.

Rest Periods

- 5.10 (a) "Three Rest Periods" Departments. When an employee is working in a department that has two (2) paid rest periods and one (1) unpaid (meal break) rest period, they will be entitled to a fifteen (15) minute rest period twice each shift. The fifteen (15) minute rest periods will be taken at or near mid-shift, before and after the meal break.

- (b) “Two Rest Period” Departments. When an employee is working in a department that has one (1) paid rest period and one (1) unpaid (meal break) rest period, they will be entitled to a thirty (30) minute paid rest period once each shift. Shifts will be organized such that employees take their thirty (30) minute meal break first and take the thirty (30) minute rest period second. The paid rest period will only be payable for shifts of at least six (6) hours. In the event that a shift is more than three (3) hours but less than six (6) hours and a paid rest period has not been taken, the employee shall receive fifteen (15) minutes of pay.
- (c) In cases of emergency or equipment breakdown, the Company may temporarily alter the rest period schedule.
- (d) The Company will provide two (2) weeks’ notice by way of a memorandum on the Bulletin Board before changing the rest periods for a department.

Reporting Pay

- 5.11 Unless the employee has been previously notified not to report to work, an employee reporting for work at a scheduled starting time and finding no work, or if less than four (4) hours’ work is available, shall be paid four (4) hours at the applicable rate.

Call Backs

- 5.12 An employee called back to work after leaving the Plant following a regular shift shall be paid a minimum of four (4) hours at the applicable overtime rates.

ARTICLE 6 – SENIORITY

- 6.01 Seniority is defined as the length of an employee’s service with the Company calculated from the first day of employment once the employee has completed the probationary period and provided the employee’s seniority was not broken in which case seniority shall be calculated

from the date the employee returned to work following the last break in seniority.

Probation

- 6.02 New employees shall be on probation and shall not acquire any seniority or entitlement to benefits until they have accumulated sixty (60) days' worked.
- 6.03 During the probationary period, an employee may be dismissed on grounds of unsuitability. The suitability of a probationary employee shall be determined by the Company, however, the Company shall not act in a manner which is arbitrary, discriminatory or in bad faith.
- 6.04 Upon satisfactory completion of the probationary period, an employee's seniority shall be calculated from the first day of employment in accordance with Article 6.01.

Transfers

- 6.05 The Company may transfer employees temporarily from one job classification to another in order to operate the Plant efficiently provided that, if an employee is asked to perform work in a higher-paid job classification for more than one (1) hour, the higher job rate will be applied for all such work. If the temporary work is lower rated, the employee shall continue to be paid the employee's regular rate unless the transfer was at the employee's request.

Layoff and Recall

6.06 Notice of Layoff

Except for just cause other than shortage of work, the Company shall not discharge or lay off an employee who has completed the probationary period without giving that employee at least:

- (a) One (1) week's written notice or pay in lieu of notice if his period of employment is less than one (1) year;

- (b) Two (2) weeks' written notice or pay in lieu of notice if his period of employment is one (1) year or more but less than three (3) years;
- (c) Four (4) weeks' written notice or pay in lieu of notice if his period of employment is three (3) years or more but less than five (5) years;
- (d) Six (6) weeks' written notice or pay in lieu of notice if his period of employment is five (5) years or more but less than ten (10) years;
- (e) Eight (8) weeks' written notice or pay in lieu of notice if his period of employment is ten (10) years or more.

6.07 Probationary employees shall be laid off first then employees with the least seniority provided the remaining employees have the necessary skills and qualifications to do the work.

6.08 The last employee laid off shall be the first employee recalled when work is available provided the employee has the necessary skills and qualifications to do the work. (Note: It is the obligation of the employee to keep the Company advised of their current address and phone number.)

Loss of Seniority

6.09 Seniority shall be lost and an employee's employment terminated if the employee:

- (a) Resigns or is dismissed for cause;
- (b) Fails to report to work when recalled or cannot be located after reasonable effort on the part of the Company. Reasonable effort shall be telephone calls and, if necessary, a letter delivered to the employee's last known residence and if within two (2) working days after delivery of notice **or within ten (10) calendar days from the day when the letter was**

- mailed to the employee's last known address, the employee fails to report to work;**
- (c) Has been laid off for a period longer than twelve (12) months; or
 - (d) Is absent without leave for more than three (3) working days unless a reasonable explanation for the absence is provided.
- 6.10 Absence from work because of sickness, occupational or non-occupational accident or leave of absence shall not break an employee's seniority rights. After such absence, the employee shall return to their previous position or one of equal rating provided the employee is able to perform the work.
- 6.11 The Company shall prepare and post a seniority list. The list shall be revised every six (6) months as necessary thereafter. A copy of the list shall be supplied to the Union. This list shall show employees' names, date of employment and job classifications/**level**.

ARTICLE 7 – WAGES

- 7.01 Employees shall be classified and paid according to the schedule of wages and classifications in Appendices "A" and "B". The Company reserves the right to pay overrates to employees who possess skills, ability and/or experience necessary for efficient operations.
- 7.02 Any new classification or position that may be established hereafter and the wage rate therefore shall be subject to negotiations and a supplementary agreement shall be executed between the Company and the Union. The Company may temporarily fill such classification pending such agreement and may temporarily fix the wage rate therefore. If no agreement is reached, the Union may grieve and the decision of the Board of Arbitration will be binding as to the wage rate.

Pay Periods

- 7.03 Employees shall be paid every two (2) weeks by payroll deposit and shall be provided with an information stub disclosing details of all deductions and earnings.

ARTICLE 8 – VACATIONS

- 8.01 An employee shall be eligible for vacation with pay after completing one (1) year of continuous service. Vacation entitlement shall be as follows with pay at the applicable percentage of annual gross earnings:
- (a) After one (1) year, fifteen (15) days or six (6%) percent;
 - (b) After five (5) years, twenty (20) days or eight (8%) percent;
 - (c) After thirteen (13) years, twenty-five (25) days or ten (10%) percent;
 - (d) After twenty-five (25) years, thirty (30) days or twelve (12%) percent.
- 8.02 Vacation shall be granted by the Company bearing in mind the requirements of the business but on the basis of seniority. The Company shall post the vacation calendar by January 31st upon which employees shall mark their preferences. The senior employee shall make his selection within two (2) weeks failing which the next most senior employee shall have the first choice and so on until all employees have indicated their preference. The schedule will be finalized by March 31st and posted with no bumping after March 31st.
- 8.03 If a statutory holiday falls within an employee's scheduled vacation, the vacation will be extended by one (1) day either at the beginning or the end of the vacation or the employee may select to take an alternate day off at another time by mutual agreement.

- 8.04 Vacation shall not be carried over from year to year.
- 8.05 Employees whose service with the Company terminates before the end of any vacation year shall receive vacation pay in accordance with the percentages set out in Article 8.01.
- 8.06 **The vacation year shall be based on each employee's date of hire (anniversary date). Vacation entitlements earned in the previous year shall be used or paid in the next year, to the maximum amount accrued. Normally, vacation pay will be paid in an amount proportional to the amount of vacation leave taken, on those regular pay periods which occur during the employee's vacation leave. An employee may make a written request to have his/her vacation pay paid out in whole or in part on a specific date in the future (in not less than whole day blocks). Vacation pay may not be used for unplanned absences such as casual absenteeism. Any unused vacation pay accrued in the previous vacation year shall be paid out not later than the employee's next anniversary date.**

ARTICLE 9 – HOLIDAYS

- 9.01 Statutory holidays recognized by the Company are:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Saskatchewan Day	

and any other general holiday proclaimed by the Federal or Saskatchewan Government. Holidays falling on weekends shall be observed on the Friday or Monday in accordance with the requirements of the business and after consultation with the Union.

- 9.02 Employees who have earned wages in the payroll week containing the statutory holiday named in 9.01 shall be eligible for statutory holiday pay.
- 9.03 An employee shall not be eligible for statutory holiday pay if absent on the scheduled workday immediately prior to or after the holiday unless the employee received permission from the Company to be absent or was absent due to sickness or other good cause arising from circumstances beyond his control. In such cases, the Company may require valid evidence to support the employee's claim.

ARTICLE 10 – LEAVE OF ABSENCE

Bereavement Leave

- 10.01 (a) When an employee who has completed the probationary period attends the funeral or memorial service for an immediate relative, he shall receive one (1) day's pay at his regular rate for the day of the funeral or memorial service and two (2) other days immediately before or after the funeral or memorial service provided such payments are made only in respect of absence from work on a regular workday.
- (b) Immediate relative is wife, husband, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, stepmother, stepfather, brother-in-law, sister-in-law, grandparents, grandchildren and stepchildren.
- (c) In case of grandparents-in-law, son-in-law and daughter-in-law, the employee is entitled to the day of the funeral or memorial service only.
- (d) Time off must be taken at the time of the bereavement.

Maternity and Parental Leave

- 10.02 Maternity and Parental Leave will be granted in accordance with the **Saskatchewan Employment Act**.

Leave of Absence

10.03 The Company may grant a leave of absence without pay for good and sufficient reason providing this does not interfere with the requirements of the business or the vacation choices of other employees. The leave must be requested in writing and approved by the Company in writing.

Jury/Witness Duty

10.04 An employee who has completed the probation period and serves on jury duty or who is summonsed as a witness in a court proceeding shall be paid the difference between the employee's regular straight-time pay and pay for such duty provided the employee would otherwise have worked on such days.

Union Leave

10.05 (a) Representatives of the Union shall not suffer any loss of benefits for total time involved in contract negotiations with the Company.

(b) Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance procedures.

(c) Upon request to the Company, up to three (3) employees who have been elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay.

(d) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year on request during his/her term of office.

(e) An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for union work or conventions, however,

the Union shall reimburse the Company for all pay and benefits during the period of absence.

ARTICLE 11 – KNIVES, TOOLS, BOOTS AND CLOTHING

- 11.01 The Company will supply necessary knives, tools and boots.
- 11.02 (a) Maintenance Department personnel are required to provide their own basic tools and shall be entitled to a Tool Allowance of one hundred and ten (\$110.00) dollars per year.
- (b) The Tool Allowance will be payable one (1) year after the employee registers his tool kit with the Maintenance Manager and in each succeeding year thereafter.
- 11.03 (a) Laundry service for work clothing supplied by the Company shall be maintained at no cost to the employee.
- (b) The Company shall supply smocks, aprons, coveralls, shirts, pants, freezer clothing including mitts and boots required by employees without cost to the employee.
- (c) The Company shall provide each employee, as necessary, with one (1) pair of rubber safety boots without cost to the employee.

ARTICLE 12 – GENERAL

- 12.01 An employee shall notify the Company at once of changes of address or telephone number, temporary or permanent. Failure of the employee to do so will relieve the Company of any responsibilities it may have under this Agreement.
- 12.02 The Company will reimburse employees for renewal of necessary licenses required in the performance of their duties including reimbursement of regular wages lost if they are required to write exams during scheduled working hours.

- 12.03 An employee who suffers an injury while at work during regular working hours which requires medical or hospital attention shall not sustain any loss of regular pay for that day provided the employee first reports to the first aid attendant.

Cost of Medical Certificates

- 12.04 **The Company has the right to require medical certification, and will pay the cost of any medical certification it requests, for the purpose of verifying absence due to illness or injury for an employee, after two (2) or more consecutive workdays of employee absence or after an employee has been absent for two (2) or more days within any six (6) month period.**

Personal Lockers

- 12.05 **The Company shall not open/check any locker without that employee or a union representative being present, except in the case of a medical emergency or as required by law. Notice of full locker inspections will be posted in advance, so that lockers can be left unlocked and empty for inspection and cleaning. All employees are required to use only Company-provided combination locks.**

ARTICLE 13 – GRIEVANCE AND ARBITRATION

- 13.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Company acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee whom the Steward represents in preparing and presenting his/her grievance in accordance with the grievance procedure.
- 13.02 The Union shall notify the Company in writing of the name of each Steward and the department(s) he/she represents and the name of the Chief Steward before the Company shall be required to recognize him/her.
- 13.03 An earnest effort will be made to settle all grievances or potential grievances promptly in the following manner:

STEP ONE:

The employee, with or without a member of the Union Committee, shall first speak with their Supervisor or the Production Manager and they will do their best to resolve the difference.

STEP TWO:

In the event a resolution is not reached, the grievance shall be placed in writing and given to the Plant Manager within three (3) working days of the Step One meeting.

A meeting shall be scheduled within three (3) working days between the Plant Manager or designate and one (1) or more members of the Union Committee (with or without the grievor).

STEP THREE:

Should the grievance not be resolved at the Step Two meeting then the Union or the Company may refer the grievance to arbitration. If a grievance is not taken to arbitration within fourteen (14) days of the Step Two meeting, the grievance is deemed to have been abandoned.

Time Limits

- 13.04 Grievances must be filed and dealt with promptly. Any grievance which is not filed within fourteen (14) calendar days of the event giving rise to the grievance or of the date on which the grievor should have known of the grievance shall be deemed to be abandoned.
- 13.05 Upon expiration of one (1) year from the date of the occurrence upon which a disciplinary entry or adverse reference to an employee's conduct was entered in the employee's personnel file (two (2) years in the case of suspension), the Company will be precluded from using such entry or reference in any disciplinary action provided the employee has not received further discipline during the one (1) year period (two (2) years in case of suspension).

Arbitration

- 13.06 When either Party requests that a grievance be submitted to Arbitration, the request shall be made in writing to the other Party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other Party shall answer in writing indicating the name and address of its nominee to the Arbitration Board. The Parties shall attempt to select an impartial Chairperson.
- 13.07 If the Party receiving the notice fails to appoint a nominee or, if the Parties fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour for the Province of Saskatchewan upon request of either Party.
- 13.08 (a) The Arbitration Board shall have the power to receive and accept evidence and information on oath, affidavit or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law.
- (b) A grievance or Arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity or an error of procedure if it results in a denial of natural justice. An Arbitration may relieve against those defects, irregularities or errors of procedure on just and reasonable terms.
- 13.09 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all Parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement, however, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

- 13.10 Should the Parties disagree as to the meaning of the Board's decision, either Party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.
- 13.11 Each Party shall pay:
- (a) The fees and expenses of the nominee it appoints;
 - (b) One-half of the fees and expenses of the Chairperson.
- 13.12 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the Parties. The time limits in this Agreement are not mandatory but merely discretionary.
- 13.13 At any stage of the Grievance or Arbitration Procedure, the Parties shall have the assistance of the employee or employees involved and any necessary witnesses.

All reasonable arrangements shall be made to permit the conferring Parties or arbitrator(s) to have access to the Company's premises to view any working conditions which may be relevant to the settlement of the grievance.

- 13.14 When it has been agreed that a grievance will be heard by a single Arbitrator, the matters in dispute shall be submitted to an Arbitrator selected from the following list, in rotation starting from #1:

1. Dan Ish
2. Bill Campbell
3. Sheila Denysiuk
4. Bill Hood
5. Merrilee Rasmussen
6. Michaela Keet

The single Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration as constituted in this Article. Should all six (6) Arbitrators be

unable to act then the Company and/or the Union shall request the Minister of Labour to appoint an Arbitrator.

Union Representation

- 13.15 When an employee is suspended, dismissed or given written discipline, the Company shall ensure that a member of the Union Committee is present provided a member is present at the time in the Plant.

Joint Consultation

- 13.16 On the request of either Party, the Parties shall meet at least once every two (2) months until this Agreement is terminated for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement. The purpose of this Committee is to promote the co-operative resolution of workplace issues, to respond and adapt to changes in the economy, to foster development of work-related skills and to promote workplace productivity.

ARTICLE 14 – SAFETY AND HEALTH

- 14.01 The Company shall make reasonable provision for the safety and health of all employees during the hours of their employment. Protective equipment and safety devices required by the **Saskatchewan Employment Act** or health authorities shall be provided by the Company and shall be worn or used by the employees.
- 14.02 The Parties shall establish and maintain a joint Safety Committee in accordance with the **Saskatchewan Employment Act** regulations. One Company committee member and one Union committee member shall be involved in accident investigations.

ARTICLE 15 – BENEFITS

- 15.01 Benefit coverage under the Company benefits program is subject to the terms and conditions of the plans or insurance policies. Any disputes regarding the payment of benefits are a matter between the employee and the insurance carrier and

are not subject to the Grievance and Arbitration Articles of this Collective Agreement. A booklet describing the Benefit Plans will be provided to all eligible employees.

15.02 Employees are eligible for coverage under the Plan after completion of the probationary period.

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

15.04 (a) **Sick Pay Benefits**

All employees shall continue to be entitled to six (6) days' sick leave with pay until December 31, 2018. Effective January 1, 2019, employees will be entitled to four (4) days' sick leave with pay accessible at the rate of one sick day per quarter of the calendar year, provided the employee has worked in that quarter and has completed their probation. Any sick leave not taken during the previous quarter may be carried forward and is accessible to the employee for use in subsequent quarters until the end of the calendar year.

Effective January 1, 2019, and each January thereafter, all employees who have completed their probation by the end of the previous December shall be paid two (2) days' pay at their regular rate of pay plus the number of sick days (or portion thereof) not taken in the previous calendar year. Employees who leave employment during the course of the calendar year shall be paid out any unused sick leave pay on a pro-rated basis.

(b) **Short Term Disability**

- (i) A Short Term Disability Plan will be provided with premium costs shared 75% Company and 25% Union. The terms of the Plan are as follows:
 - (a) Benefit of seventy (70%) percent of weekly earnings;
 - (b) Benefits commence on the 4th working day of injury or illness;
 - (c) Maximum benefit period is seventeen (17) weeks;
 - (d) Employees are eligible after completing probation;
 - (e) Maximum weekly benefit is six hundred (\$600.00) dollars.
- (ii) Employees who are unable to work because of illness will make every effort to call their team leader, supervisor or person in the office or management as early as possible before their shift begins to inform them in order that a replacement can be found. If unable to reach any of the above, they are to advise the Company as soon as possible.
- (iii) **It is agreed that any EI rebates shall be used to fund ongoing costs paid by the Company in relation to employee benefits covered by this Agreement.**

- (c) Long Term Disability, Life Insurance and Accidental Death and Dismemberment Plans are provided for all eligible employees. Participation in these Plans is a condition of employment. The Company will pay one hundred (100%) percent of the cost of providing the Life Insurance and Accidental Death and

Dismemberment Plans. Employees will pay one hundred (100%) percent of the premium cost of the Long Term Disability Plan.

- 15.05 Participation in the Extended Health (including Vision) and Dental Plan is voluntary. Employees wishing to participate will pay twenty-five (25%) percent of the premium costs of these Plans.
- 15.06 The Company shall pay one hundred (100%) percent of the premiums required for coverage under the Saskatchewan Medical Services Plan (MSP) if applicable for all eligible employees. This provision is subject to the condition that coverage for the employee and the employee's family is not available through the employee's spouse's plan at another place of employment.
- 15.07 Employees away from work for any reason are required to forward the required premiums for the Benefit Plans. In the event that premium contributions are more than three (3) pay periods in arrears, the employee's benefit coverage may be cancelled.
- 15.08 Benefits shall continue for all employees on approved leaves or extended disability for a period of twelve (12) months from the date the absence from work commenced.
- 15.09 **Abuse of Benefits**
Misrepresentation in connection with any of the benefits shall be grounds for discipline, including dismissal.
- 15.10 **Where an employee has not submitted the required benefit premiums during an approved leave of absence including leaves for injury or illness, the Company may choose to submit premiums on his/her behalf. Upon the employee's return from the leave, the employee shall reimburse the Company for the premiums paid on his/her behalf. An additional amount shall be deducted on subsequent pay periods not greater than two (2) times the benefit premiums normally being deducted from the**

employee's pay, until such time as the Company is fully reimbursed. The Company may deduct the full reimbursement amount still outstanding from any money owed by the employee should his/her employment come to an end.

ARTICLE 16 – DURATION OF AGREEMENT

- 16.01 This Agreement shall take effect as of the 17th day of January, **2017**, and shall remain in force until the **31st day of January, 2023** and from year to year thereafter, provided that written notice to commence collective bargaining may be given by either Party within ninety (90) days of the **31st day of January, 2023** or in any year thereafter.
- 16.02 During any period of negotiations following notice to commence collective bargaining, this Agreement shall remain in full force and effect.

DATED at the City of Moose Jaw, in the Province of Saskatchewan, this **7th day of March, 2018**.

**ON BEHALF OF
THE UNION**

**ON BEHALF OF
THE COMPANY**

“Rick Materi”

“Steve Ma”

“Matt Abell”

“Dan Riley”

“Melissa McAllister”

“Colin Murdoch”

“Arin Ehrhardt”

“Terry Lennox”

“Brian Haughey”

APPENDIX "A"

DEPARTMENTS AND JOB CLASSIFICATIONS

I PROMOTIONS, VACANCIES AND STAFF CHANGES

- A. When a new position is created or when a vacancy of a temporary or permanent nature occurs, the Company shall post notice of the position on the Union bulletin board for a minimum of one (1) week. Appointments from within the bargaining unit shall be made within two (2) weeks of posting.
- B. **Such notice shall contain the following information:**
Nature of position, minimum qualifications, skills, shift, hours of work, location and wage. Such qualifications and requirements shall be those necessary to perform the job function.
- C. No outside advertisement for any vacancy shall be placed until the applications of present Union members have been fully processed. The applicant with the greatest seniority who has the required qualifications shall be awarded the position. The applicant will be posted to the job within one (1) week of the appointment.
- D. In the event the successful applicant proves unsatisfactory in the first two (2) months of being awarded the position or if the employee is unable or unwilling to continue to perform the duties of the new job classification during this period, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. **An employee who returns to his/her former position shall not be eligible to reapply for the same job level for a period of six (6) months after the date of his/her return.**

E. **On-The-Job Training**

Where there are no applications with the required qualifications, the Company may select an employee for on-the-job training in the new position. When an employee agrees to on-the-job training for a higher-rated job classification, the employee may be paid at a rate that is less than the posted rate. The employee's wages shall progressively increase to the posted rate as the employee acquires the required skills. In the event that the employee ultimately fails to qualify, he/she will be reassigned to a job classification where he/she is fully qualified. **Upon the specific request from a manager to train another employee for a period of one (1) hour or more, the employee who is performing employee training shall receive a premium of seventy-five (75) cents per hour above the employee's current job rate for those hours spent training (with a minimum premium of one hour). Premiums do not count for overtime calculations. The training premium is not applicable for a "buddy" training system.**

II PORK KILL DEPARTMENT

Level 1 Skilled Meat Cutter (Kill Floor)

Employees must be qualified as a level 2 employee (kill floor) and be able to perform all of the following jobs at line speed:

Open brisket/pull tongue, splitting saw, held rail, gutter, gam, **pre-gut**

Level 2 Semi-Skilled Meat Cutter (Kill Floor)

Employees must be able to perform at least 3 of the following jobs at line speed:

Stick hogs, break heads, evisceration table, gap and flow, tongue puller, head breaker, ears, knife sharpener, bung gun and pre-opener, offal trimmers, stick wound removal, defect trimmer, hog receiving

- Level 2.5 Intermediate Skilled Worker (Kill Floor)**
Probe operator, Printer scale operator
- Level 3 Kill Floor Duties - General**
 Hog drover, stun/shackle, leaf lard puller, gams and rollers, shavers, defect detector, condensation wiper/hog staging
- Level 4 Kill Floor Labourer**
 Examples of labourer (without limitations): floor clean-up, bung wash, hog pusher, leaf lard scraper, box maker/offal sorter

III PORK CUT DEPARTMENT (Includes Pack-Off)

- Level 1 Skilled Meat Cutter (Pork Cut)**
 Employees must be qualified as a level 2 employee (Pork Cut) and be able to perform all of the following jobs at line speed:
 Neck bone removal, Loin boning
- Level 1.5 Intermediate Skilled Meat Cutter (Pork Cut)**
Employees must be qualified as a level 2 employee (Pork Cut) and be able to perform all of the following jobs at line speed:
 Loin & Belly band saw operator, Belly sheet ribbers, Back bone band saw operator
- Level 2 Semi-Skilled Meat Cutter (Pork Cut)**
 Employees must be able to perform at least three of the following jobs at line speed:
 Break table operators, primal deboning, **trim loins, trim bellies, trim butts, trim legs, capping & splitting**, Whizard knife operators

Level 2.5 Semi-Skilled Labourer
Printer scale operator, COV machine operator,
Shoulder/picnic saw operator

Level 3 Pork Cut General
 Hock/front foot saw, weigh/push/trim carcasses,
 skinner operator, loin puller operator, trimmers,
 palletizer

Level 4 Pork Cut Labourer
Examples include (without limitation): floor clean-
up, baggers, wrappers, boxers, sorters, scrapers,
pre-weight scale, transferers

Shipping

Proficient at & licensed to operate forklift.

Scan gun operator, wrapper, container loader, shunt truck driver

Sanitation

WHMIS trained, trained in cleaning procedures and chemical usage.

General Labourer – Level 4

Maintenance

Certified Tradespersons (in trades required by the Company)

Non-Certified Tradespersons (“run the floor”)

Non-Certified Tradespersons

4th Class Power Engineer

Maintenance Helper

Certified Tradespersons with a combination of experience, skills and certifications may be paid at rates in excess of the posted rate.

Quality Assurance

Knowledge of Company HACCP Plan. Trained in Food Safe and Quality Assurance practices.

Knife Steels

The Company will continue to provide adequate knife steels to the kill floor, at no cost to the employee.

Job Rotation

As a condition of employment, all employees are required to acquire skills in all jobs in their classification in order to facilitate job rotation.

APPENDIX “B” – WAGE RATES

A. Start Rates

All new employees shall be paid a start rate equal to the greater of:

- (1) **\$13.50 per hour or the applicable Start Rate set out in the wage schedule;**
- (2) **\$3.00 per hour less than the job classification into which they have been hired.**

Employees hired into the Start Rate shall remain at that rate for the duration of the employee’s probation.

Above-Scale Employees: Any employee who is currently being paid more than the wage rate on the wage scale associated with their level/classification, shall remain at their current rate of pay until the wage rate on the wage scale which applies to them is greater than their current rate, at which time they shall be moved to the applicable wage rate on the wage scale for their level/classification. Any employee who remains above scale for more than two consecutive years, namely for 2018 and 2019, will receive an adjustment to their wage rate of 25 cents per hour in 2020 and each subsequent year during the term of this agreement until they are able to be placed on the applicable wage rate for their level/classification.

Lead Hand Premium - \$1.00 over the rate of the employee’s job/level rate (premiums do not count for overtime calculations) excluding grandfathered lead hands. Lead hands are not eligible for the training premium when they are assigned to train other employees.

B. Wages and Wage Adjustments

All wage adjustments to be effective the first Monday following February 1 of each year, except for the 2018

wage increase, which shall be effective on January 14, 2018 (the start of the first pay period in January).

Effective the first Monday following the Date of Ratification (to be paid as soon as practical):

Place employees into the revised levels as outlined in Appendix A.

All employees on staff on Date of Ratification shall receive a one-time lump sum payment of \$400 per employee, payable by separate cheque. Any employee who is on a leave of absence will only receive his lump sum payment upon his return to full active duties, after completing 30 consecutive days of work on or before December 31, 2018.

Effective January 14, 2018:

Increase wage rates for all employees, except Start Rates, by 2.0%.

Effective February 2019

Increase wage rates for all employees by 2.0%

Effective February 2020

Increase wage rates for all employees by 2.0%

Effective February 2021

Increase wage rates for all employees by 1.50%

Effective February 2022

Increase wage rates for all employees by 1.50%

C. Wage Scales

<u>Classification/Level</u>	2017	Jan14, 2018	Feb 4, 2019
Level 1	20.37	20.78	21.20
Level 1.5	19.38	19.77	20.17
Level 2	18.39	18.76	19.14
Level 2.5	16.98	17.32	17.67
Level 3	15.56	15.87	16.19
Level 4	13.50	13.77	14.05
Start Rate (General Rate)	13.50	13.50	13.77
Shipping	18.39	18.76	19.14
Sanitation	16.41	16.74	17.07
Certified/Journey Tradesman	31.00	31.62	32.25
Non-Certified Tradesmen & run-the-floor	26.00	26.52	27.05
Non-Certified Tradesmen	24.00	24.48	24.97
4th Class Power Eng./Maintenance	28.00	28.56	29.13
Maintenance Helper	18.67	19.04	19.42
Quality Assurance	15.56	16.19	16.51
Lead Hands Promoted (prior to Jan. 4, 2018)	21.37	21.80	22.24

Classification/Level	Feb 3, 2020	Feb 8, 2021	Feb 7, 2022
Level 1	21.62	21.94	22.27
Level 1.5	20.57	20.88	21.19
Level 2	19.52	19.81	20.11
Level 2.5	18.02	18.29	18.56
Level 3	16.51	16.76	17.01
Level 4	14.33	14.54	14.76
Start Rate (General Rate)	14.05	14.26	14.47
Shipping	19.52	19.81	20.11
Sanitation	17.41	17.67	17.94
Certified/Journeymen Tradesmen	32.90	33.39	33.89
Non-Certified Tradesmen & run-the-floor	27.59	28.00	28.42
Non-Certified Trade	25.47	25.85	26.24
4th Class Power Eng./Maintenance	29.71	30.16	30.61
Maintenance Helper	19.81	20.11	20.41
Quality Assurance	16.84	17.09	17.35
Lead Hands Promoted prior to Jan. 4, 2018)	22.68	23.02	23.37

LETTER OF UNDERSTANDING #1

BETWEEN:

THUNDER CREEK PORK, a body corporate
incorporated under the laws of Canada, operating in
the City of Moose Jaw, in the Province of
Saskatchewan, hereinafter referred to as the
Company

OF

THE FIRST PART

AND:

**SASK. JOINT BOARD, RETAIL, WHOLESALE
AND DEPARTMENT STORE UNION, LOCAL
455**, hereinafter referred to as the Union

OF

THE SECOND PART

Re: Teamsters/RWDSU General Workers Pension Plan

This letter sets forth the Agreement reached with regard to the pension arrangements for the employees represented by the Union (“employees”) of the Company during the term of the Agreement between the Parties and shall form part of the Collective Agreement. Participation in the Teamsters/RWDSU General Workers Pension Plan shall begin on the second anniversary of the Collective Agreement.

(A) **Membership**

All employees shall automatically become covered under the Trust Fund on the first day of the month following the date on which the employee has completed the probationary period.

(B) **Structure of Trust**

The Company shall become an Employer in the Trust Fund and the Union shall become a participating Union in the Trust Fund. It is understood that the provisions of the Trust Agreement are as follows:

- (i) The Trust Agreement is entered into by the participating Unions (“The Union”) and the Trustees.
- (ii) The Board of Trustees consists of at least three (3) Trustees who are appointed by the Unions.
- (iii) The Trustees have complete authority and are responsible for the operation of the Trust Fund and the selection of all persons, firms or organizations who shall serve the Trustees.
- (iv) The Trust Fund does not require any participating Company or the Union to guarantee the benefits or assure the solvency of the Fund and it is understood and agreed that the Company has no obligation to finance the benefits promised under the Trust Fund beyond making contributions pursuant to its Collective Agreement with the Union. It is the responsibility of the Trustees to ensure that the Trust Fund satisfies the minimum funding and solvency requirements of the Pension Benefits Act of Saskatchewan. The Trust Fund provides for the reduction of benefits for the purpose of meeting the prescribed tests for solvency of the Trust Fund subject to the approval of the reduction by the Superintendent of Pensions.
- (v) The Trust Fund will be operated so that it is registered under the Income Tax Act and any applicable Pension Benefits Act.
- (vi) Inter-Plan Transfer Agreements may be effected with the Company and any other Board of Trustees or plan

sponsor to and from which employees represented by the Unions may transfer. The provisions of any such agreement between the Pension Plan of the Company and the Trust Fund shall be mutually acceptable to the Company, the Union and the Board of Trustees.

- (vii) All employees represented by the Union shall be informed of the provisions of the Trust Fund by the Union in accordance with the Province of Saskatchewan Pension Benefits Act.

(C) **Contributions**

Commencing with and for the duration of the current Collective Agreement between the Union and the Company and any renewals or extension therefore, it is agreed that the following contribution shall be made to the Trust Fund:

- (i) By each participating employee by payroll deduction in Year 2 of the Collective Agreement, four (4%) percent; Year 3 of the Collective Agreement, five (5%) percent; Year 4 of the Collective Agreement, six (6%) percent of gross earnings.
- (ii) By the Company in respect of each active participating employee, in Year 2 of the Collective Agreement, four (4%) percent; Year 3 of the Collective Agreement, five (5%) percent; Year 4 of the Collective Agreement, six (6%) percent of gross earnings.
- (iii) While an employee who is a member of the Pension Plan is entitled to receive and does receive income replacement benefits by the insurance carrier of the Company under the Company's Long Term Disability Plan, the Company shall contribute an amount effective Year 2 of the Collective Agreement, eight (8%) percent; Year 3 of the Collective Agreement, ten (10%) percent; Year 4 of the

Collective Agreement, twelve (12%) percent of such members earnings at time of disability.

- (iv) Contributions along with a list of the employees for whom they have been made (showing employee and Company amount separately) shall be provided by the Company to the Trust Company, Plan Administrator or other financial institution designated by the Trustees to receive these and shall do so no later than twenty-one (21) days after the end of the Company's normal 4-week, 5-week or monthly accounting periods. This listing shall be prepared in a form compatible with the Company's system and shall also show the amount of voluntary contributions, if any.
- (v) As the provisions of the Trust Fund allow for employees to make voluntary contributions, the Company shall co-operate by taking payroll deductions and, subject to such time limits as may be set by the Company, in changing the amount deducted from time to time.
- (vi) In the event the Company fails to forward the prescribed contributions within the above-stated time limitation, the Company shall be liable to pay interest on such contributions equal to four (4%) percent multiplied by the number of completed plus partial months from the date such contributions were due to the date they were paid.

(D) **Administration**

The Trust Fund shall be administered by such organization, persons or entity as the Trustees shall decide. The Company agrees that it shall provide such details and information about employees covered under the Trust Fund as are needed to create Fund records and administer the Trust Fund and shall assist the Trustees as requested to ensure the proper and efficient operation of the Trust Fund.

(E) **Company Liability**

It is agreed that the Company shall not have any liability beyond funding the amount set forth in paragraph (c).

DATED at the City of Moose Jaw, in the Province of Saskatchewan, this **7th day of March, 2018.**

**ON BEHALF OF
THE UNION**

“Rick Materi”

“Matt Abell”

“Melissa McAllister”

“Arin Ehrhardt”

“Terry Lennox”

“Brian Haughey”

**ON BEHALF OF
THE COMPANY**

“Steve Ma”

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