

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**SOFINA FOODS INC. (LILYDALE DIVISION)**, Wynyard, Saskatchewan,  
hereinafter called the “Company”

OF THE FIRST PART

**AND:**

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,  
LOCAL S-955**, hereinafter called the “Union”

OF THE SECOND PART

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**AGREEMENT**

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Expires: January 31, 2026

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**THIS AGREEMENT** made and entered into **this 1<sup>st</sup> day of November 2021.**

**BETWEEN:**

**SOFINA FOODS INC. (LILYDALE DIVISION)** Wynyard, Saskatchewan,  
hereinafter called the “Company”

OF THE FIRST PART

**AND:**

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL  
S-955,** hereinafter called the “Union”

OF THE SECOND PART

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

**ARTICLE 1 - PURPOSE**

1.01 It is the intention of this Agreement to maintain a harmonious relationship between the Company and its employees and to provide an amicable means of settling differences which may possibly arise, and as well, to set forth conditions of employment to be observed between the parties hereto; and to promote the mutual interests of the Company and its employees; and it is recognized by this Agreement to be the responsibility of the Union to co-operate fully, individually and collectively, for the promotion of the aforesaid conditions.

**ARTICLE 2 - TERMS**

2.01 In the Agreement, wherever the words “he”, “his” or “him” appear, it shall be construed as meaning any employee, male or female; wherever the words “employee” or “employees” appear, it shall mean any person covered by this Agreement.

2.02 In this Agreement wherever the word “permanent” appears, it shall be construed as meaning any employee, male or female, who has completed his or her probationary period as defined in Article 5.01 of this Agreement.

**ARTICLE 3 - BARGAINING AGENCY**

3.01 The Company recognizes the Union as the exclusive bargaining agency with respect to wages, hours and all other conditions of employment for the employees employed by the Company in the Town of Wynyard except:

(a) Management, Sales, Hatchery, Rendering Plant and Office employees.

It is agreed that there shall be no loss of bargaining unit jobs as a result of out-of-scope positions being created.

- 3.02 Every employee who is now, or hereafter becomes a member of the Union, shall maintain his membership in the Union as a condition of his employment and every new member whose employment commences hereafter shall, on hiring, apply for and maintain membership in the Union as a condition of his employment.
- 3.03 Persons whose jobs are not in the bargaining unit will not work on any jobs for which rates are established by this Agreement except for the purpose of instruction, experimentation, **to address unscheduled absenteeism** or in emergencies.

#### **ARTICLE 4 - CHECK-OFF**

- 4.01 Upon written request of any employee and upon request of the Union, the Company shall deduct each month the Union Dues, Initiation Fees and Assessments for that month of such employee. The amount collected shall be remitted in one payment immediately following the second pay period in the month to the person designated by the Union, together with a list of the employees from whom the deductions were made, the names of the employees hired and the names of those employees whose employment has terminated. The Company shall at all times be advised of the name and address of the individual to whom the said dues are to be remitted.

#### **ARTICLE 5 - SENIORITY**

- 5.01 (a) Seniority for all in-scope employees shall be defined and determined from the first (1<sup>st</sup>) day an employee enters the service of the Company. The seniority date for each current employee, as shown on the seniority list shall continue to be the seniority date for such employee and shall not be changed unless and until the seniority is lost pursuant to 5.01(c).
- (b) (i) New employees shall be on probation for a period of seventy-five (75) days' worked or fifty (50) days' worked if working a twelve (12) hour shift, during which time they may be dismissed without reference to seniority. "Days' worked" refers to days when the employee is present at work performing their duties. During his probationary period, an employee cannot apply on any posting. The Company shall be under no obligation to rehire such employee and such dismissal shall be deemed just cause. Such probationary employees shall not have access to the grievance and arbitration provisions of the Collective Agreement except where, in the sole opinion of the Union Grievance Committee, the following criteria has been alleged to have been violated by the Company in assessing the dismissal of a probationary employee as to whether or not the Company has met its onus of just cause.
- (ii) In assessing the just cause test of a probationary employee dismissal, the parties shall take into account whether the employee was given a fair

opportunity to demonstrate his/her ability and whether the employee was notified of deficiencies in his/her performance and given an opportunity to correct them.

- (c) An employee shall lose seniority and his/her employment shall cease in the event:
- (i) he is discharged for cause and is not reinstated;
  - (ii) voluntarily terminates;
  - (iii) is laid off for a period of longer than twelve (12) months;
  - (iv) absent from work due to illness or accident for a period of longer than two (2) years and in accordance with the Saskatchewan Human Rights Act.
  - (v) If an employee has been absent from work for three (3) consecutive working days without notifying the Company and providing a reasonable explanation for this absence, unless the failure to notify the Company is due to circumstances beyond the employee's reasonable control.
  - (vi) The employee intentionally and knowingly acts, or omits to act, creating a safety issue.
  - (vii) **The employee intentionally and knowingly acts creating an animal welfare issue.**
- (d) No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit **for greater than 6 months**, he/she shall forfeit all seniority rights under the terms of the Collective Agreement. **This 6-month period may be extended by mutual agreement between the Union and the Company. If less than 6 months has expired, the employee can choose to return, or the Company can require the employee to return, to their former position with no loss of seniority.**

**An employee may be transferred to a position outside the bargaining unit for greater than 6 months where they are providing coverage for any period of leave under the Saskatchewan Employment Act. In this case, the employee shall be permitted to work outside the bargaining unit for the duration of the statutory leave. At any time during the leave period, the employee can choose to return, or the Company can require the employee to return, to their former position with no loss of seniority.**

- (e) For the purpose of determining seniority of two (2) or more employees who have the same seniority dates, their entire social insurance numbers will be used. The employee with the lowest social insurance number will be considered the senior.
- 5.02 (a) (i) In all layoff, recalls after layoffs, vacancies and promotions, ability being sufficient, seniority shall govern.

- (ii) An employee has the right to bump a junior employee for shortage of work (meaning employees being sent home from any or all departments) on a day-to-day basis, regardless of his/her classification and/or department, ability being sufficient to perform all aspects of the job without training and/or assistance provided it is being done prior to the last rest period in the day. Should an employee elect not to bump a junior employee prior to the last rest period, an employee will work at any job assigned by management or, at his option, go home for the remainder of that shift, in which case, such employee shall waive his/her rights to his/her guarantee of hours. Subject to the foregoing, employees shall not be allowed to bump but will be transferred to other areas of the Plant and/or Round House at the sole discretion of the Company where there is available work.

Note: For the purpose of this Article, the Departments shall be defined as follows:

- (1) Packing (Processing) Staff which includes, Laundry Attendants **and** Cooler Attendants;
- (2) Live Receiving; Round House to Plant Staff;
- (3) Eviscerating Staff;
- (4) Freezer and Shipping Staff;
- (5) Maintenance;
- (6) Live Haul Truck Drivers;
- (7) Fresh Frozen Truck Drivers;
- (8) Sanitation Staff;
- (9) Quality Assurance Staff;
- (10) Truck Mechanics.

- (iii) For a shortage of work of one (1) full shift, an employee has the right to bump a junior employee (meaning employees being notified of their shift cancellation from any or all departments) regardless of his/her classification and/or department, ability being sufficient to perform all aspects of the job (including having any required certification) without training and/or assistance, providing that the Company has more than forty-eight (48) hours' time prior to the shift start time that the bumping may effect. In the event this happens, the Company will post a bumping list and any employee wishing to bump shall sign the list and indicate which department he wishes to bump into.

- (iv) Rules of Bumping for layoff and a permanent elimination of positions. Employees exercising their rights to bump shall do so subject to the following rules:

- (1) A layoff shall be defined in Article 5.01(c)(3) not to exceed a period of twelve (12) months from the date an employee has received his/her notice of layoff from his/her position with the Company.
- (2) An employee who exercises his/her right to bump shall bump a junior employee in either a permanent position or a relief position.
  - (a) An employee who has been displaced out of his/her relief position shall have the right to bump a junior employee in a relief position only;
  - (b) An employee who is displaced out of his/her permanent position and his/her relief position shall have the right to bump a junior employee in a permanent position and a junior employee in a relief position. An employee shall have the right to bid on future job postings without giving up the right to revert to his/her former position when that position becomes available.
  - (c) In all cases of permanent layoff or job abolition, employees shall be allowed twenty (20) days' worked during which time they shall be familiarized with all aspects of the job to which they have chosen to bump into. In case where an employee has previously worked in the position, the time frame shall be ten (10) days' worked at which time the Company shall deem the employee qualified and the employee will be notified that he/she is qualified and the position is permanent. Should an employee fail to acquire the ability to sufficiently perform all aspects of the job in the time frames allotted then he/she shall **revert to a Floater and the most junior employee in the plant (excluding Maintenance Department employees) shall be laid off.**
- (3) All employees who were affected by the bumping procedures shall have the first right of a permanent recall to their former positions.
- (4) Any employee who accepts recall to his/her former position shall only vacate the permanent position he/she was in but will continue to hold any relief position provided the recalled position does not bar the holding of a relief position.
- (5) Any employee who refuses to accept recall to his/her former position shall then vacate all permanent positions and be reclassified to a Floater position. In such a case, the Company will post and fill the vacancies created by such a decision.

- (b) When a short kill is scheduled which causes a transfer of employees from another area of the plant to the packaging department in order to make up the guarantee of hours then the parties agree that employees shall indicate their willingness to transfer by placing their name on a Department Transfer List posted by the Company on a day-to-day basis as required by the Company. The Company shall then select the appropriate number of employees as needed based on their seniority from the list. Should an employee not wish to place his name on the list then such employee or employees shall waive their right to their guarantee of hours. All employees shall make their preference known no later than the first meal break each day of the posting and all affected employees shall be notified each day.

However, if the Company requires an employee or employees to leave the plant and go home then the guarantee of hours shall apply. NOTE: List to be posted by the kill board.

- (c) (i) The Company has agreed to establish a transfer list every six (6) months. The Company may, at any time, require employees to transfer between shifts. Such transfers will be requested of employees in order of seniority.
- (ii) The Company will choose from the list an equal number of employees by seniority to a maximum of six (6) employees total to transfer from the 2<sup>nd</sup> Shift to the Day Shift or vice versa.
- (iii) Once an employee has transferred to a Floater Position on another shift, such transfer shall be final and binding to the new shift for the total six (6) months.
- (iv) This does not restrict employees from any shift from bidding on permanent Bid or Relief Classified positions.
- (v) It is clearly understood that any employee who voluntarily decides to transfer to another shift in the Floater Position shall vacate his/her Permanent Classified Bid Position and such position shall immediately be posted and filled under terms of the Agreement.

5.03 The Company shall post and maintain an accurate seniority list to include name, seniority date, job classification and wage rate. The list shall be posted in a conspicuous place accessible to all employees every four (4) months. A copy of the list shall be provided to the Union who shall bring to the attention of the Company any errors or omissions and same shall be corrected.

5.04 (a) Notice of vacancy, promotions and new positions shall be posted on the bulletin



board in the receiving coffee room, the trucking coffee room and the plant coffee room within **ten (10)** business days of a vacancy occurring. Employees shall be allowed three (3) working days from the date of posting in which to make applications for such positions. The names of all applicants shall be posted on the bulletin board as well as the name of the successful applicant which shall be selected and posted within one (1) day of the closing date of the posting.

- (b) Subject to sub-paragraph 5.04(c), an employee will be limited to holding one (1) Permanent Bid Position and/or one (1) Permanent Relief Bid Position. Employees will be restricted to two (2) successful bids between January 1<sup>st</sup> and December 31<sup>st</sup> each calendar year. In cases where an employee bids on more than one posting at the same time and is accepted to more than one position, it is understood that the employee can only choose one permanent bid and/or a relief bid and it will be considered one (1) or two (2) successful bids. During the qualifying period as defined under Section 5.05(a), should an employee give up the bid position, the next candidate in line who bids on the position should be given the opportunity for the position. If no other bid is submitted then the Company shall re-post the job posting and failing any applicants, the Company shall then appoint someone for the position.

Note: Definition of “qualified to bid” means being open to bid at the date the posting closes. Anything that takes place after that date is disregarded.

- (c) The following employees are not permitted to hold any Relief Bid Position except as specified below and it is agreed that all employees must perform their regular primary functions before relief duties until the Company has a qualified relief employee to perform their duties:

- Leadhands;
- Employees doing Night Cleanup work (may hold Relief Leadhand position in their own department);
- Day Shipping (may hold Relief Leadhand position in their own department);
- Mechanics;
- Delivery Drivers;
- All Maintenance Employees;
- Employees doing Quality Assurance Work;
- Truck Driver (may hold one of these Relief positions, Mechanic, Round House to Plant a.m. and p.m.);
- A.M. to Plant Drivers.

- 5.05 (a) The successful applicant to a vacant position or to a new position shall be allowed a reasonable qualifying period of twenty (20) days’ worked and ten (10) days’ worked in cases where an employee has previously worked in the position whereby the Company shall deem the employee qualified and the employee will

be notified that he/she is qualified and the position is permanent, however, this time frame may be extended due to illness, injury, union business and/or any other bona fide reason including significant changes within the job.

If, during the qualifying period, the Company or an employee, after consultation with the Union, decides that the employee cannot satisfactorily perform the new job, he/she shall revert to his/her former position. Employees shall receive the applicable job rate provided for in the wage rate schedule for the job or jobs they have been posted or appointed. The word "qualified" as used in this Agreement shall be interpreted to mean regularly perform the job without assistance. In the event the qualified employee does not wish to continue working in the new position, the employee must follow the normal bidding process to obtain another position or after providing the Company with five (5) days' working notice he/she will revert to a Floater position and work throughout the Plant. The Company shall place the successful applicant into his/her posted position within ten (10) calendar days of the closing of the posting, however, this time frame may be extended due to illness, injury, union business and/or any other bona fide reason.

- (b) The above provision shall not be applicable when employees are in the position of Engineers, Refrigeration, Electrician, Mechanic and Maintenance who decide to transfer or bid out of their respective classification. An employee transferred or promoted to a new position shall be allowed a reasonable qualifying period of twenty (20) days' worked and ten (10) days' worked in cases where an employee has previously worked in the position. If, during the qualifying period, the Company or the employee, after consultation with the Union, decides he/she is unsuited to the new job and cannot adapt to the new work, the employee shall revert to a Floater position.
- 5.06 (a) The Company and the Union recognize the need for relief positions within the Plant and they shall be posted as outlined in clauses 5.02 and 5.04. The posting shall indicate that the position is a relief position.
- (b) Any employee holding a relief position shall be paid the regular rate of pay for his/her regular bid job unless performing the relief position duties. When performing the relief position duties, the employee shall be paid at the rate of pay for the relief position.
- 5.07 Every employee shall be responsible to see that the Company has his/her correct address and telephone number at all times and the Company shall not be under any obligation to trace such employee if he/she cannot be located at the address on file in the Company office.
- 5.08 Should an employee on recall be unable to return to work on five (5) days' notice, such employee shall forfeit his/her seniority rights and any other rights under this Agreement, except in case of sickness to the employee or his/her family or other satisfactory reason agreed upon by the Company and the Union. In case of sickness, a doctor's certificate or

other satisfactory proof is required.

- 5.09 All calls to work, recalls and layoffs shall be made in writing or by telephone and an indication of the notification shall be forwarded to the Chief Shop Steward of the Union.
- 5.10 When an employee is recalled from layoff, he/she shall be entitled to return to his/her regular bid job when the position becomes available and shall receive his/her former rate of pay that he/she was receiving prior to layoff and all other employees affected shall return to their former positions.
- 5.11 (a) Employees hired by the Company as summer students shall not be allowed to bid on permanent positions or relief positions. The Company shall have the right to use such employees as Floaters when and where required.
- (b) Students who wish to return to work as a summer student the following year are required to submit a leave of absence form (Student) by the end of July each year in order to obtain approval for a leave of absence.
- (c) Where a student wishes to have full-time employment, he/she must submit a request for a full-time position to the Human Resources Department.
- (d) Student employees or students on leave of absence who leave the service of the Company for the purpose of educational upgrading for not more than one (1) year shall be given credit for previous experience with the Company for the purpose of determining their wage rate when they return to the service of the Company.
- (e) Student employees who receive a leave of absence pursuant to this Article will not accumulate seniority while on a leave of absence, however, such employees shall maintain their seniority accumulated prior to such leave of absence and student seniority dates of hire shall be adjusted to reflect the time that such employees are away from the workplace.
- (f) For all other applicable purposes of the Collective Agreement, subject to the foregoing provisions of this Article, Students' plant-wide seniority rights shall be applicable.
- (g) The rate of pay for such students shall be determined by Appendix "B" of this Collective Agreement and shall be paid for the duration of the summer term.
- (h) For the purpose of rehiring such students for the following summer term, the Company shall maintain a separate seniority list for all summer students. The Company reserves the right to determine the number of summer students required each year.

- (i) Should a summer student continue his/her employment beyond August 31<sup>st</sup>, the Company will reclassify such employee as a permanent employee and give such an employee credit for all accumulated seniority credits for the current year only to establish an employee's seniority date on the seniority list. His benefits will start when he gives written notification she/he wishes to become a permanent employee.
- (j) Summer students shall not qualify for benefits (except the Dental Plan) under Appendix "C" of this Collective Agreement.

**ARTICLE 6 - VACATIONS**

- 6.01 Every employee shall be entitled, after each year of his/her employment with the Company, to an annual vacation of three (3) weeks.
- 6.02 Any employee who has five (5) or more consecutive years of employment shall be entitled to four (4) weeks' annual vacation.
- 6.03 Any employee who has twelve (12) or more years of service shall be entitled to five (5) weeks' annual vacation.
- 6.04 Any employee who has seventeen (17) or more years of service shall be entitled to six (6) weeks' annual vacation.
- 6.05 (a) All accumulated vacation pay owed to the employees shall be paid to employees the pay period prior to the vacation week(s) selected. All unused vacation pay shall be paid to employees on or before the second pay period in May of each calendar year and all unused vacation credits shall be considered to have been taken. Such vacation pay shall be calculated separately from regular pay for the purpose of lawful deductions.
- (b) Where an employee is entitled to an annual vacation of three (3) weeks, he/she shall be paid three fifty-seconds (3/52nds) of his/her total earnings during the year immediately preceding the date on which he/she became entitled to an annual vacation; and where the employee is entitled to an annual vacation of four (4) weeks, he/she shall be paid one-thirteenth (1/13th) of his/her earnings during the year immediately preceding the date on which he/she became entitled to the annual vacation; and where an employee is entitled to five (5) weeks' annual vacation, he/she shall be paid five fifty-seconds (5/52nds) of his/her earnings during the year immediately preceding the date on which he/she became entitled to the annual vacation; and where an employee is entitled to six (6) weeks' annual vacation, he/she shall be paid six fifty-seconds (6/52nds) of his/her earnings during the year immediately preceding the date on which he/she became entitled to the annual vacation.

- 6.06 If the employment of an employee is terminated, the Company shall pay him/her, in addition to all other amounts due him/her, 3/52nds of his/her total earnings if he/she is entitled to three (3) weeks' vacation; or 1/13th if he/she is entitled to four (4) weeks' vacation; or 5/52nds if he/she is entitled to five (5) weeks' vacation; or 3/26ths if he/she is entitled to six (6) weeks' vacation, as the case may be, for his/her period of employment with the Company, but, if the employee has been permitted to take an annual vacation at any time during his/her period of employment, he/she shall be paid, at the rate applicable, on his/her total earnings after the date on which he/she became entitled to the last annual vacation which he/she was permitted to take.
- 6.07 (a) Starting on March 1<sup>st</sup> of each year, the Company will contact each employee in order of Department seniority to make his or her preference for vacation known subject to the Company's policy on vacation scheduling. No seniority rights shall apply in choosing vacation time if the employee does not make his/her preference known within twenty-four (24) hours of being contacted by the Company. An employee's preference shall be made based on his/her current job at the date of the selection process. Thereafter, the Company shall schedule any employee who has not made his/her preference known or has to make prior arrangements concerning his/her vacation with the employee's Supervisor. The Company then agrees that the vacation list shall be finalized and posted by April 30<sup>th</sup> indicating every employee's chosen vacation dates.
- (b) However, should an employee change shifts or Departments, he/she must reschedule vacation entitlement within vacant available weeks in the vacation schedule of the shift to which the employee has transferred.
- 6.08 The vacation year for the purposes of this Article will run from May 1<sup>st</sup> of the current year to April 30<sup>th</sup> of the following year. Carryover of vacation days into the following vacation year is not permitted.
- 6.09 If any Paid Holiday, hereinafter enumerated, occurs during the period of any annual vacation which an employee has been permitted to take, the employee will receive pay for that Statutory Holiday. The Union, employees and Company agree that the employee, by seniority, may take the additional day of annual vacation to which the employee would otherwise be entitled as an (unpaid) approved day off either the Friday prior or the Monday after the Statutory Holiday.
- 6.10 (a) **An employee may cancel their scheduled vacation on providing two week's notice to the Company of the cancellation. The employee shall be permitted to reschedule their vacation after all other vacation periods have been granted, subject to the Company's approval.**
- (b) **Only where an employee cancels a full week(s) of vacation during July, August**

or the last two weeks of December (Christmas) and where the employee has provided two weeks' notice of the cancellation, the Company agrees to repost the vacation within the employee's department and fill it by seniority.

- (c) **The obligation to repost as outlined in Article 6.10(b) applies to the cancelled week(s) in July, August or Christmas. A second posting will occur only if filling the original cancellation causes a second cancelled week(s) to become available in July, August or Christmas. Any vacation that subsequently becomes available will not be posted. The posting period is three business days in length.**
- (d) **For the purpose of this article, a "week" is a 7-day period beginning on Monday. A full week of vacation in July or August includes any week where a July or August date falls within the week.**

### **ARTICLE 7 - PAID HOLIDAYS**

- 7.01 (a) Employees shall receive a day off without loss of pay on the following public holidays:

New Year's Day	Labour Day
Family Day	<b>National Day for Truth and Reconciliation</b>
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Saskatchewan Day	Boxing Day

and any other holidays proclaimed by Provincial Authority.

- (b) In addition to paid holidays above, employees on the payroll and having at least twenty (20) working days' seniority shall be granted one (1) floating day with pay which shall be taken between May 1<sup>st</sup> and April 30<sup>th</sup> in which he becomes eligible and at a time agreed upon between the Company and the employee.
- (c) Employees who are on permanent layoff or temporary layoff for a period of two (2) weeks or more shall not receive payment for any holidays occurring during the period of such layoff.
- (d) For purposes of paragraph 7.01(b), the phrase "employees on the payroll" does not include employees on unpaid leave of absence or employees who are laid off for a period of two (2) weeks or more.
- (e) Employees shall not schedule a doctor, dentist or other appointment on the day immediately before or the day immediately after a holiday or holiday weekend. Exceptions may be made in cases of appointments with specialists or in cases of emergency.

- 7.02 Pay shall be calculated on the basis of eight (8) hours per day for the above-mentioned holidays for regular employees. Probationary employees shall be paid on the basis of the average earnings, exclusive of overtime, for the previous four (4) weeks immediately preceding the week in which a public holiday occurs. To qualify, for public holiday pay, employees shall be on the payroll in the week prior and in the payroll week in which such holiday occurs.
- 7.03 Statutory holidays shall be observed on days other than calendar date when so proclaimed by proper Government authority or when agreed in writing between the Union Executive and the Company.
- 7.04 Any employee required to work and who agrees to work on any of the Statutory Holidays listed above shall, in addition to his/her regular wages, be paid for the number of hours worked on that day at one and one-half (1 ½) times his/her regular rate of pay. In the event of a Statutory Holiday coming on an employee's regular day off, he/she shall receive another day in lieu thereof, such other day to be granted within two (2) weeks from the said Statutory Holiday.
- 7.05 The Company agrees to pay an employee who would otherwise qualify for holiday pay under Article 7.01 but who is receiving benefits under Group Insurance the difference between Group Insurance and the employee's regular rate of pay.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 Deductions shall not be made by the Company from the wages of:
- (a) The Union Negotiating Committee to a maximum of five (5) members in respect to time actually spent bargaining collectively with the Company;
  - (b) The Union Grievance Committee to a maximum of three (3) members in respect to time actually spent in the settlement of disputes and grievances.

The Union shall request approval in advance for the time mentioned above.

- 8.02 The Union or any employee who has a complaint or grievance shall submit the same, in writing, within ten (10) working days from the time such grievance arose or became apparent. A copy of such complaint or grievance shall be forwarded to the Manager of the Department.
- 8.03 Should differences arise between the Union or the employees and the Company, there shall be no strikes, slowdown, stoppage of work or suspension of work on the part of the Union or the employees or lockouts on the part of the Company on account thereof and such difference shall be settled by the following procedures:

- (a) The employee shall present any differences of grievances to his/her Shop Steward, in writing, without undue delay;
  - (b) The Shop Steward, together with the grievor, shall present the grievance and discuss the matter with the Supervisor who shall give a decision within **five (5)** working days;
  - (c) In the event that a conclusion is not reached, the Chief Steward shall immediately take the matter up with the Plant Superintendent **and Human Resources Manager** who shall give a decision within **five (5)** working days;
  - (d) In the event that no conclusion is reached, the Grievance Committee, not exceeding three (3) people, accompanied by a Representative of the Union, if they so desire, shall immediately take the matter up with the Plant Manager **and Human Resources Manager** who shall give a written decision within **five (5)** working days.
- 8.04
- (a) Any dispute or grievance submitted under this Article that cannot be settled by representatives of the Company and the Union shall be submitted to a Board of Arbitration at the request of either party within one (1) month of the Plant Manager's decision in Article 8.03(d).
  - (b) The Board of Arbitration shall be composed of one Company representative, one Union representative and one person acceptable to both the Company and the Union, who shall act as Chairperson. If agreement cannot be reached within ten (10) days in respect of the appointment of the Chairperson of the Board of Arbitration, the Minister of Labour shall be asked to appoint a Chairperson.
  - (c) When the Board of Arbitration has been formed in accordance with Article 8.04(b), it shall meet and hear the evidence of both sides and render a decision as soon as possible after it has completed its hearings and investigations.
  - (d) The Board of Arbitration, in reaching its decision, shall be governed by the provisions of this Agreement. It is understood that the Board of Arbitration is not vested with power to change, modify or alter this Agreement or any of its parts. The Board may, however, interpret the provisions of this Agreement. The majority decision of the Board shall be final and binding on both parties concerned.
  - (e) It is agreed that each party shall pay the expenses of its Representative and shall equally share the expense of the Chairperson of the Board of Arbitration.
  - (f) Upon agreement of the parties, notwithstanding the foregoing, the dispute or grievance may be submitted to an agreed-upon single arbitrator.



- 8.05 When a Grievance affecting the rate of pay of an employee is settled satisfactorily and wages of the employees are increased, any such increase shall be made retroactive to the date the employee was entitled to the increase.
- 8.06 If an employee is dismissed for any reason and feels that he/she has been unjustly dealt with, he/she shall, within five (5) working days from the receipt of such notice, notify the Shop Steward, who shall then notify the Company. The dismissal in question shall then constitute a Grievance and shall be dealt with as such. If, subsequently, he/she is reinstated, it shall be without loss of pay, in his/her former position.
- 8.07 In order that the Union can investigate problems and resolve them as quickly as possible, the Company agrees to provide the Union with a suitable location in the plant to hold meetings and provide a place to file material of interest to the Union. Prior to the investigation of any problem, Union Shop Stewards and/or Occupational Health and Safety Committee Members will give notification to their Department Supervisor and/or the Plant Superintendent that they will be absent from their work area. Employees shall return to their regular duties as expeditiously as possible.
- 8.08 The Company will provide the Union with a copy of any disciplinary action taken by the Company. Such copy will be delivered to the Union Office within twenty-four (24) hours following such action.
- 8.09 Timelines may be **extended** by mutual agreement **in writing** between the Union and the Company. **The length of any extension of timelines is to be agreed by the parties in writing.**

## **ARTICLE 9 - LEAVE OF ABSENCE**

- 9.01 (a) Any employee who finds it necessary to be absent from his/her duties must make written request to the Supervisor using a Leave of Absence Form. No leave shall be taken unless the employee has received written permission by his/her Supervisor and/or Plant Superintendent confirming the starting and expiring dates of such leaves. The Company agrees to supply the Union with copies of all correspondence relating to leaves of absence that are non-medical. Medical leaves of absence will be supplied to the Union weekly with no details other than an "M" on the leave of absence form and the time frame.
- (b) An employee who wishes to obtain a leave of absence from work for purposes of a medical or dental appointment must make such application in writing to the Supervisor and/or Plant Superintendent.
- 9.02 Should any employee find it necessary to be absent from his/her duties due to accident or

illness, the Company will require a doctor's certificate as proof of accident or illness after the third consecutive day of absence. Where the Company requires a doctor's certificate, the Company will reimburse the employee up to thirty (\$30.00) dollars per certificate once the employee provides a receipt.

- 9.03 Employees, not to exceed seven (7) at a time with not more than three (3) from any Department and not more than two (2) from any Job Classification who are elected to do business for the Union, shall be granted necessary leaves with pay to attend to the business and upon return to service of the Company shall be placed in his/her previously held position without loss of seniority. In the event employees request leaves of absence to attend a Union Convention, the Company will be given **as much notice as reasonably possible but in any event, no less than two (2) week's** written notice **except in case of emergency**. An employee shall receive the pay and benefits provided for in this Agreement when on such leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for the cost of all pay and benefits paid during the period of absence.
- 9.04 Employees, after completing their probationary period, shall be granted a maternity/parental leave of absence by the Company. The employee must make application for such leave at least four (4) weeks prior to the start of such leave, together with a certificate from a qualified medical practitioner certifying that she is pregnant and indicating the estimated date of confinement. Such leave will be in accordance with the Saskatchewan Employment Act. The employee shall give the Company a minimum of two (2) weeks' notice in advance of the date she wishes to return to work and provide the Company with a doctor's certificate certifying her to be medically fit to come back to work. Maintenance of benefits will be subject to the Saskatchewan Employment Act.
- 9.05 (a) Any employee who has completed the probationary period shall be granted a maximum of five (5) consecutive days of paid bereavement leave upon the death of a spouse, including common-law, parents or children and a maximum of five (5) consecutive days of bereavement leave of which three (3) days shall be paid bereavement leave, upon the death of a sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, son-in-law, daughter-in-law, grandchild, step-parents or step-child.
- (b) Any employee who has not completed the probationary period shall be granted up to five (5) consecutive days of unpaid bereavement leave upon the death of any of the family members listed in (a) above.
- (c) The Company will consider reasonable requests for leave of absence by the employee to attend the funeral of a friend or family member other than an immediate family member.

- (d) All requests for bereavement leave shall be in writing on a Leave of Absence form supplied by the Company. The employees must provide all the information requested by the Company in order to qualify for such a leave. Employees may be required to provide a copy of the death certificate within ten (10) days of the funeral.

### **ARTICLE 10 - BULLETIN BOARD**

- 10.01 The Company agrees to post and maintain a suitable bulletin board at a central place in the plant for the use of the Union but any notices placed thereon by the Union must first be approved by the Plant Superintendent **or Plant Manager**.

### **ARTICLE 11 - UNIFORMS**

- 11.01 (a) The Company shall supply adequate overalls, smocks, rubber gloves, rubber boots, aprons, hair nets and required head coverings where needed and all such overalls, smocks, rubber gloves, rubber boots, aprons, hair nets and required head coverings shall remain the property of the Company. The Company shall be responsible for repairing and laundering overalls, smocks, rubber gloves, rubber boots, aprons, hair nets and required head coverings supplied by them. Such clothing remains the property of the Company and, except with permission, shall not be removed from the Company's premises. The first issue of new rubber boots will be charged out at cost and further issues at no cost on exchange.
- (b) The Company shall provide, at no cost to all full-time Truck Drivers, all appropriate uniforms which includes summer and winter apparel required by the Company to be worn, including a boot allowance for C.S.A. approved safety footwear not to exceed one hundred and twenty-five (\$125.00) dollars per calendar year upon presentation of receipts. The Truck Drivers shall be responsible for cleaning such uniforms and shall wear clean uniforms at all times while on duty. All drivers must maintain a clean, professional appearance at all times while on duty.
- 11.02 Freezer and Live Receiving employees will be provided, at no cost to the employees, appropriate clothing needed to perform their duties. The Company agrees to supply C.S.A. approved safety footwear to all Freezer employees at no cost to the employees.
- 11.03 (a) The Company agrees to supply C.S.A. approved safety footwear to all Maintenance employees at no cost to the employees, it being understood that Maintenance includes Power Engineers and Electricians.
- (b) In all other cases where employees do not wish to wear Company-supplied footwear, upon rendering of sales receipt, employees shall be reimbursed the cost of purchasing their own Company-approved footwear. **Effective**

**date of ratification**, such reimbursement shall be to the maximum amount of one hundred and **fifty (\$150.00)** dollars for boots for Freezer and Maintenance employees and **one hundred (\$100.00)** dollars for all other employees, upon presentation of receipts. **Effective February 1, 2025, such reimbursement shall be to the maximum amount of one hundred and seventy-five (\$175.00) dollars for boots for Freezer and Maintenance employees and one hundred and twenty-five (\$125.00) dollars for all other employees, upon presentation of receipts.** Upon approval of the Supervisor or Leadhand, employees may be issued a pair of Company-supplied footwear if the footwear they purchased has become worn out before the end of the calendar year.

- 11.04 The Company agrees to supply plant employees, at no cost to the employees, plant supplies that are needed by the employees to perform their duties.
- 11.05 The Company agrees to supply at no cost to the Maintenance employees, Engineers, Electricians and Truck Mechanics, where applicable, adequate tools to properly repair and maintain equipment in all areas of the plant.
- 11.06 All items mentioned in Article 11 supplied by the Company shall remain the property of the Company and shall not be taken off the plant premises without permission of the Company. In order to get replacement for such items, the employees must provide the original used item otherwise the replacement of such item will be at the employee's cost.

## **ARTICLE 12 - MANAGEMENT RIGHTS**

- 12.01 The Company shall have the exclusive right and power to manage the business and direct the working forces, including the right to hire, suspend, discipline for just cause, discharge for cause, lay off, promote, assign to jobs, transfer employees from department to department, to increase or decrease the working force, to determine the products to be handled and nothing in this Agreement shall be intended, or is to be construed in any way to interfere with, the recognized right of the Company to manage and control its business but it is agreed that nothing in this clause shall be used to discriminate against any employee or the Union and this clause shall not be used for the purpose of avoiding the effects of the other provisions of this Agreement. Prior to any disciplinary action including dismissal of an employee who has completed his/her probation, the Company shall notify the Chief Shop Steward or his/her designate.

## **ARTICLE 13 - MISCELLANEOUS**

- 13.01 Any permanent employee wishing to leave the service of the Company shall give seven (7) days' written notice and in the event of the Company wishing to lay off a permanent employee, the Company shall give him/her written notice or pay in lieu of notice in accordance with the

Saskatchewan Employment Act. On the first regularly scheduled payday following the employee's last day of work, the employee shall receive all money due him/her.

- 13.02 This Agreement shall not take from the Company and/or the employee privileges they have hitherto enjoyed except such as may be specifically dealt with in this Agreement and, further, except such privileges as may be abused.
- 13.03 Employees summoned to Jury Duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for jury service or witness fees and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from Jury Duty for the rest of that day or days and fails to report back to work or if Jury Duty occurs on the employee's scheduled day off.
- 13.04 Any employee required to use his/her car for the Company's business shall be paid forty (\$.40) cents per kilometer travelled.
- 13.05 When the Company makes a written request to an employee to take time off to write exams or take tests related to their work with the Company, such employees shall not suffer any loss of pay for time spent involved in said exams or tests.
- 13.06 (a) It is agreed that all employees shall be allowed to purchase products from the Company for personal consumption by the employee's family. Employees may purchase products from the Company only in the sizes and packages produced normally for customers.
- (b) The Company reserves the right to question excessive amounts ordered and to refuse sales where it appears that the use is not for personal consumption by the employee's family.
- 13.07 Any and all letters of clarification reached between the Parties shall be signed and then shall form an addendum to the Collective Agreement and shall form part of the Collective Agreement.

#### **ARTICLE 14 - PLANT EMPLOYEES**

- 14.01 The Company shall supply all tools such as knives and scissors and maintain the same in good working condition.
- 14.02 The normal lunch period shall be one-half (½) hour to be granted as close to the middle of the shift as possible unless otherwise agreed upon between the Company and the Union.
- 14.03 The Company shall notify the employees of the starting time for the following week by posting a schedule on the notice board on the previous Thursday. There shall be a fifteen (15) minute leeway on the daily start time. An employee will normally be paid from the actual starting time. If, however, the actual starting time is more than fifteen (15) minutes later than the posted time, the employee will be paid from the posted time.

- 14.04 When required, employees shall be allowed five (5) minutes to wash their aprons.
- 14.05 During coffee breaks and lunch hour, the Company agrees to provide coffee and tea for employees at no cost to the employees. When overtime is scheduled and a rest period occurs, the Company will provide coffee and tea and a whole sandwich at no cost to the employee.
- 14.06 It is agreed between the parties that a system of rotation shall be implemented as follows:
- (a) The system of rotation shall be agreed by the majority of the employees in the particular department that will be affected by the rotation;
  - (b) The agreement of rotation must be in writing specifying the terms of the rotation and, further, all agreed upon rotation shall be made at coffee break or noon hour only or such other times as mutually agreed upon by the Union and Management;
  - (c) An employee bidding or transferred to an area affected by rotation shall be given a fair chance to train on the jobs affected by the rotation;
  - (d) All rotation shall be evaluated after four (4) weeks. If the rotation is approved by the Union and the Management then the rotation shall become a condition of employment;
  - (e) The job posting shall indicate that the position is a rotation area;
  - (f) Any employee who is not able to become involved in the rotation or chooses not to be involved shall forfeit his/her bid job and become classified as a Floater. The vacant position shall then be posted and filled in accordance with the terms of the Agreement.
- 14.07 The Union recognizes that the Company must take quarterly inventory and in order to insure the most viable cost efficient system of inventory to be taken, the Union therefore agrees that regular Freezer employees who are requested to count inventory shall work one (1) Saturday or Sunday per quarter as directed by the Company at one and one-half (1 ½) times his/her regular rate. The Company shall endeavour to ensure that said quarterly inventory is not required in conjunction with a statutory holiday as stated in Article 7.01(a). If however quarterly inventory is required in conjunction with a statutory holiday, overtime shall be paid at double (2x) time.
- 14.08 In cases where Maintenance employees have more than one (1) Journeyman Certificate and the Company is utilizing all certifications of the employees, the Company shall pay an additional fifty (\$.50) cents per hour for each additional Certification over and above the initial Journeyman Certificate.

#### **ARTICLE 15 - WAGES, HOURS, ETC.**

- 15.01 Attached to this Agreement, there will be an Appendix "A" covering the wages, hours, etc., of the employees included under the provisions of this Agreement.

- 15.02 (a) Employees shall use the scan clocks provided by the Company to record their hours of work. Each employee will be paid according to their scheduled starting time and their punch out time. No employee shall work outside of normally scheduled hours without authorization from management of the Company.
- (b) Each employee shall be paid by noon every second Friday except where such Friday is a statutory holiday in which case payment shall be made by noon on the Thursday (the day prior).
- (c) Payment will be made by direct deposit to the employee's bank account. Each employee shall maintain an account in a financial institution in which direct deposits can be made.
- (d) When the Payroll Department has been notified of an error, greater than \$50.00, in an employee's pay and such error has been approved by both the Department Manager and Plant Superintendent, the money owed to the employee shall be paid to the employee by electronic funds transfer (EFT) within two (2) working days. Errors under \$50.00 will be adjusted on the next payroll.
- 15.03 (a) Classification titles and rates of pay applicable thereto for any new classification or positions that may be established by the Company hereafter, shall be subject to negotiations and a supplementary Agreement shall be executed between the Company and the Union.
- (b) The new classification and rate shall be considered temporary for a period of sixty (60) calendar days following the date of notification to the Union. During this period, the Union may request to meet to negotiate the classification and rate.
- (c) If as a result of these negotiations the Parties are unable to agree, the Union will, within ten (10) working days, refer the matter by way of a policy grievance to the grievance procedure at Article 8.04.
- 15.04 Employees who leave the service of the Company for purposes of educational upgrading for not more than one (1) year, when they return to the service of the Company, shall be given credit for previous experience with the Company for the purpose of determining their wage rate. Upon application to the Company, the Company may allow a maximum of one (1) person per year an education leave of one (1) year without loss of seniority provided the education is directly related to the person's employment with the Company.
- 15.05 If an employee is transferred from a lower paying position to a higher paying position, he/she shall receive the wage rate applicable to the higher paying position when performing those duties.  
If an employee in a higher paying position requests to be transferred to a lower paying position then he/she will be paid at the wage rate applicable to the lower paying position.
- 15.06 An employee will have the right to exercise his/her seniority as to whether he/she will be

transferred or not. It is agreed that the most junior person in the plant must accept the transfer. It is also agreed that an employee's former position after he/she has been transferred shall not be filled with an employee with less seniority than the employee who was transferred.

- 15.07 **Effective date of ratification**, employees requested by the Company to be available and on standby on weekends, statutory holidays or whenever the plant is not in operation shall be paid standby pay of **eighty (\$80.00)** dollars per day for each day they must be on standby.

## **ARTICLE 16 - SAFETY AND HEALTH**

- 16.01 In order to investigate and prevent accidents and improve conditions of work, it is agreed that a Safety Committee composed of equal representation from the Company and the Union shall be established. Findings and recommendations of the Safety Committee shall be referred to the Company. Should the Company fail to act on the recommendations of the Committee, such recommendations shall be subject to negotiations between the Company and the Union. The Company and the employees will co-operate in the strict observance of all safety regulations at all times. They will make full use of all safety and accident prevention devices and equipment as provided and maintain safe working practices during their hours of employment within the plant. It is the responsibility of the Company and employees to observe all safety provisions as approved by the Occupational Health and Safety Committee.
- 16.02 The Company agrees to pay an employee his/her regular rate of pay from the hour of accident to the end of the shift which is covered by Workers' Compensation.
- 16.03 The parties agree that the Occupational Health Committee will direct their attention to looking into the need for suitable clothing for all employees working in areas in the plant where the temperature is below comfortable room temperature. It is agreed that employees are expected to dress according to conditions in a meat packing plant. If an employee is temporarily transferred to an area that is not their normal working environment in an unforeseen shortage of work situation, the Company will provide a quilted jacket or insulating garment to be worn for the remainder of that shift. It is agreed that if the Occupational Health Committee determines that warm clothing is needed for these employees then the Company will provide such suitable clothing at no cost to the employees.
- 16.04 It is agreed between the parties that all of the Company's trucks shall be equipped with the following items as to assure the health and safety of the Truck Drivers:
- (a) First Aid Kit;
  - (b) Survival Kit;
  - (c) Flashlight;
  - (d) Fire Extinguisher (mounted);
  - (e) Flares.



## 16.05 Rehabilitation

An employee who suffers an injury or illness which is covered by Workers' Compensation and/or Group Insurance and who, on the advice of his/her personal physician, is able to return to pre-injury employment on a trial basis shall have the right to do so subject to the following:

- (a) The employee shall return on a trial basis as instructed by his/her doctor or such other authority's care he/she is under.
- (b) Such trial basis shall be subject to the terms of the Workers' Compensation Board, if applicable, and/or the employee's personal physician if Group Insurance is involved, or both, in the case of Workers' Compensation.
- (c) The return to work shall be for the purpose of rehabilitation only and once the employee has completed the terms of the return to work, he/she shall return to full pre-injury employment conditions of the Collective Agreement.
- (d) Such trial period shall not result in the bumping of any employee from his/her job.
- (e) Should the employee not be able to return to his/her pre-injury job classification for the purpose of such rehabilitation then the Company agrees to find the employee a suitable position to qualify for the rehabilitation period. Following such period, the employee shall return to his/her former pre-injury job classification he/she held prior to injury or illness. Such positions created for the purpose of employee rehabilitation shall not be eligible for bidding and shall not be governed by the provisions of Article 5 (Seniority).
- (f) During such rehabilitation period, the Union agrees to co-operate with the Company insofar as certain terms of the Agreement may have to be waived during this rehabilitation period only.
- (g) The parties agree that if no suitable position is available at the time the rehabilitation program is to commence then the affected employee or employees shall remain on Workers' Compensation or Group Insurance, etc., as determined by WCB or the insurance company, until such time as the parties can find a suitable position to accommodate the rehabilitation program.

## **ARTICLE 17 - PICKET LINES**

17.01 An employee covered by this Agreement shall have the right to refuse to cross a picket line or to handle goods from an employer where a strike or lockout is in effect. Failure to cross such a picket line or handle goods from an employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of the Agreement nor shall it be grounds for disciplinary action.

**ARTICLE 18 - TECHNOLOGICAL CHANGE**

18.01 Where the Company seeks to introduce a technological change during the term of this Agreement that is likely to affect the terms and conditions of employment of more than eight (8) of the employees in the bargaining unit, the Company and the Union shall negotiate in good faith and in accordance with the procedures set out below with a view to concluding a Workplace Adjustment Plan relating to the terms and conditions or tenure of employment that are likely to be affected by the technological change. The following rules and procedures shall apply:

- (a) In this Article, the term “technological change” shall mean:
  - (i) the introduction by the Company into its work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by it in the operation of the work, undertaking or business;
  - (ii) the change in the manner in which the Company carries on the work, undertaking or business that is directly related to the introduction of that equipment or material, or
  - (iii) the removal or relocation by the Company of any part of its work undertaking or business but does not include any layoff due to shortage of work or reduction or loss of work directly or indirectly attributable, in whole or in part, to economic or market conditions or the seasonal nature of the work.
- (b) The Company shall, at least ninety (90) days prior to the introduction of such a technological change, provide the Union with a written notice setting out:
  - (i) the nature of the technological change;
  - (ii) the date upon which the Company proposes to effect the technological change;
  - (iii) the estimated number and type of employees likely to be affected by the technological change; and
  - (iv) the effect which the technological change is likely to have on the terms and conditions of employment of those employees affected.
- (c) The Union may, no later than thirty (30) days from date of receipt of the Notice from the Company, deliver to the Company a written notice stating that it wishes to enter into negotiations for a Workplace Adjustment Plan to address the terms and conditions or tenure of employment that are likely to be affected by the technological change.
- (d) Within fifteen (15) days after the Union’s notice is received by the Company, the parties shall commence collective bargaining negotiations with a view to concluding the Workplace Adjustment Plan. The parties shall thereafter meet as

required in order to permit the conclusion of a Workplace Adjustment Plan prior to the date of implementation of the technological change.

- (e) A Workplace Adjustment Plan concluded between the Company and the Union shall form part of this Collective Agreement.
  - (f) The Union and the Company are obliged to bargain in good faith with a view to concluding a Workplace Adjustment Plan.
  - (g) In circumstances where the Company fails to provide a written notice of a technological change required by paragraph (b), the Union shall not interfere with or take steps to prevent or reverse the implementation of the change but shall be restricted to a claim for damages.
- 18.02 An employee who is rendered redundant or displaced from his/her job as a result of technological change shall be given an opportunity, with a reasonable amount of qualifying period not exceeding a four (4) week period, to fill any vacancy or displace an employee with less seniority. If, during the four (4) week period, the Company, in consultation with the Union, decides that the employee cannot satisfactorily perform the new job, he/she shall still have the right to exercise his/her seniority.
- 18.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall, at the expense of the Company, be given a period of time, not to exceed thirty (30) days, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.
- 18.04 Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than three (3) months, the additional training time shall be a subject for discussion between the Company and the Union.
- 18.05 No additional employees shall be hired by the Company until employees affected by the change or employees on layoff, have been notified of the proposed technological or other change and allowed a reasonable training period to acquire the necessary knowledge or skills to retain their employment.

## **ARTICLE 19 - TRUCK DRIVERS, LIVE HAUL, FRESH/FROZEN, RELIEF DRIVERS**

- 19.01 The classification of Truck Driver (Fresh and Frozen) will be treated separately from Truck Driver (Live Haul) and the classified employees shall be scheduled separately from one another, however, they will be scheduled by seniority in their respective classification.

### 19.02 **Fresh/Frozen Truck Drivers**

- (a) The Company shall structure the routes so as to satisfy the minimum weekly guarantee of hours each week in accordance with Appendix A(1) and (2). This does not preclude an employee from working more than the minimum guarantee of hours of work if available.
- (b)
  - (i) All full-time Bid Classified Fresh/Frozen Truck Drivers shall bid internally, within the Fresh/Frozen Driver Classification only, using their plant-wide seniority, to the particular route he/she wishes to drive.
  - (ii) In cases where a Paid Holiday falls in the workweek and it becomes a short week then the Driver who owns the block of work shall have first selection to all trips within his/her block of work.
- (c) All routes shall be reviewed every January, May and September and should any full-time Driver wish to re-bid his/her route, all routes below him/her in seniority standing shall then be re-bid, however, this is an option of the Drivers and need not be exercised and the status quo maintained.
- (d) Should the Company need to reduce its compliment of routes then the affected full-time Driver shall have the option of re-bidding on a new posted route or accept being laid off in accordance with the terms of the Agreement and all remaining routes shall be re-bid in accordance with Section (b).
- (e) Should the Company need to alter the routes in any way then all routes shall be re-bid in accordance with Section (b).

### 19.03 **Live Haul Drivers**

- (a) Prior to Friday in each week, the Company shall provide a live-haul schedule to the Dispatcher setting out the hours available for the following week.
  - (i) Pending approval of the dispatcher each Driver shall, according to seniority, pick five (5) days to a maximum of fifty-three (53) hours for the week. A day is defined as all trips, Monday to Friday, based on the kill sheet, no adjustments to next day are allowed. In the event a re-scheduling occurs throughout the week then maximum hours may be adjusted.
  - (ii) Once a senior Driver has selected a weekly block of runs, the next senior Driver must select. When shortage of work is caused by trip cancellation then the Driver(s) by seniority of the affected Grower(s) route will have the opportunity to displace the most junior Driver for the same day as the trip cancellation provided that it does not affect the next scheduled trip or rest period.
  - (iii) Every Live Haul Driver is responsible for supervising the loading of his/her truck

at the grower's farm and must record all information required.

- (iv) **Where a rescheduling of trips occurs the day prior to the next scheduled departure, the Company shall contact the Drivers in order of seniority to allow them an opportunity to re-select their trips. Drivers shall have one (1) hour per person in which to respond and make their selections. Should a Driver fail to select within this time period, the Company shall canvass the next most senior Driver. Any Driver who fails to select within the one (1) hour period shall be assigned any remaining available trips.**

#### 19.04 Relief Driver

- (a) Relief Drivers who, on the basis of seniority, relieve a Fresh/Frozen full-time Driver shall relieve in the block of runs for the full-time Driver he/she is relieving for and all other Drivers' bid block of runs shall not be affected.
- (b) Relief Drivers shall be required to select five (5) days of work when applicable.

#### 19.05 General

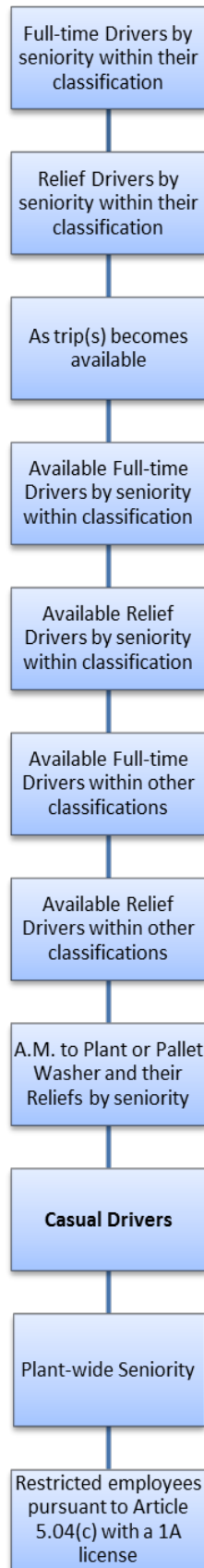
- (a) The Company has agreed that as long as they have qualified Drivers and sufficient equipment, no outside agency shall be used to perform Truck Driving work. All time worked in the Plant or at the Round House shall count as on-duty time for the purpose of determining whether or not a Driver or a Relief Driver is eligible to drive.
- (b) Double tripping will be allowed as long as it complies with the Federal and/or Provincial Highway Traffic Board Regulations with respect to the logging of hours and rest periods.
- (c) The Company will allow Truck Drivers **eleven (\$11.00)** dollars per shift for meals for shifts which exceed ten (10) hours. The Company agrees to pay all money to the employee(s) on his/her first pay period immediately following such occurrence.
- (d) All Drivers must have at least eight (8) hours off between all trips.
- (e) Drivers shall have the option of working in the Round House when work is available, the Plant or other duties assigned by management, to make up the full number of guaranteed hours lost due to trip cancellation or shortage of work. In the case of a trip cancellation or shortage of work from a Driver's regular route, the Driver affected can exercise the option of working in the Round House or the Plant only to make up the lost hours. In order for the Driver to be eligible for his/her guarantee of hours, he/she shall notify his Department Supervisor within one-half (1/2) hour of the notification by the Company that his/her trip has been cancelled and that he/she intends to come to work in the Round House and/or the Plant. Should a Driver refuse the opportunity to work in the Round House, Plant or other duties assigned by Management, the Driver will have waived

his/her rights to the guarantee of hours.

- (f) No person who holds a Bid Relief Driver position or wishes to be available to work as a Relief Driver shall work in a supervisory or lead hand capacity or as part of a night sanitation crew or night shipping department.
- (g) The Company shall reimburse the full cost, upon receipt of fees, for SGI medical examinations required to maintain 1A licensing for all employees utilized in a 1A capacity with the exception of the casual pool of drivers.

#### 19.06 **Hours of Operation and Scheduling**

- (a) Hours of operation shall be governed by the provisions of the Saskatchewan Highway Traffic Board Act and Regulations **or any other applicable legislation.**
- (b) **The Company provides electronic logging devices which must be used by Relief and Permanent Truck Drivers to electronically record all time worked, including driving hours, work in the Plant, Round House or other employment as well as off-duty time.**
- (c) Scheduling of Live Haul Truck Drivers and Fresh/Frozen Truck Drivers shall be done according to the following flow chart:



**ARTICLE 20 - NO DISCRIMINATION**

20.01 No employee shall be discriminated against in any manner because of Union activities or because of race, colour, age, sex, creed, marital status, political beliefs or favouritism.

**ARTICLE 21 - NO CONTRACTING OUT**

21.01 In order to provide job security for the members of the bargaining unit, the Company agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned or conveyed in whole or in part, to any other plant, person, company or non-unit employee unless otherwise agreed in writing by the Union and the Company.

**ARTICLE 22 - DURATION**

22.01 This Agreement shall be effective from the 1<sup>st</sup> day of February, **2020** and shall remain in force until January 31, **2026**, and thereafter from year to year but either party may, not less than sixty (60) days or more than one hundred and twenty (120) days before the expiry date of this Agreement give notice in writing to either party to terminate this Agreement or negotiate a revision thereto.

**SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**SIGNED ON BEHALF OF:  
RETAIL, WHOLESALE AND DEPARTMENT  
STORE UNION, LOCAL S-955**

**SIGNED ON BEHALF OF:  
SOFINA FOODS INC. (LILYDALE  
DIVISION)**

\_\_\_\_\_  
**Eleanor Medvid**

\_\_\_\_\_  
**Jason Bartoshewski**

\_\_\_\_\_  
**Katey MCGovern**

\_\_\_\_\_  
**Claudia Johnston**

\_\_\_\_\_  
**Jodie Bachynski**

\_\_\_\_\_  
**Serena Lendzyk**

\_\_\_\_\_  
**Jason Howden**

\_\_\_\_\_  
**Stephanie Sangster**

\_\_\_\_\_  
**Neil Zemlak**

\_\_\_\_\_  
**Rocky Luchsinger, Representative**



**APPENDIX “A”**

1. Normal hours of work for all employees shall be eight (8) hours per day not exceeding forty (40) hours, five (5) days per week and providing for two (2) consecutive days of rest.
2. The Company agrees to guarantee to permanent employees a minimum of sixty (60) hours of work in each payroll period or pay in lieu of work. An employee who is absent from work for personal reasons on any day shall have his/her guarantee for the pay period concerned reduced by the number of work hours missed by such absence. In cases of layoffs, recalls, hiring and dismissals without notice, it is agreed that the guarantee will be pro-rated on a daily basis.

**Employees hired after the date of ratification of the 2020 – 2026 Collective Agreement must work four thousand, one hundred sixty (4,160) hours before becoming eligible for the guarantee of hours.**

3.
  - (a) Employees shall be allowed an eighteen (18) minute rest period midway through the 1<sup>st</sup> half of their shift and an eighteen (18) minute rest period midway through the 2<sup>nd</sup> half of their shift and the end of their shift providing there is work available. Employees wishing to leave the plant during the rest periods shall obtain permission from the Department Manager to do so.
  - (b) The Union and the Company agree that the normal workday is eight (8) hours a day with a one-half (½) hour unpaid lunch period. The starting and ending times of a normal workday shift and of the other shifts may be changed by the Company from time to time. The Company will provide a schedule of positions and hours of work to the Union. If it becomes necessary to change the schedule of hours of work for bona fide business reasons, the Company will consult extensively with the Union before implementing any such change.
4.
  - (a) Subject to subparagraphs (b) and (c) below, overtime at one and one-half (1 ½) times the regular rate shall be paid for all hours worked after eight (8) hours per day or forty (40) hours, five (5) days per week.
  - (b) Where an employee works in excess of eight (8) hours in a twenty-four (24) hour period by working two (2) regular shifts separated by at least eight (8) hours of rest, the first eight (8) hours of the second shift shall not constitute overtime but shall be paid at the regular rate.
  - (c) Pursuant to Section **2-9(1)** of the Saskatchewan **Employment** Act, the Union agrees, for the purposes of sub-paragraph 4(b) only, to allow employees to work in excess of eight (8) hours in any twenty-four (24) hour period without paying the employees overtime pay. The Union further agrees, for the purposes of sub-paragraph 4(b) only, to allow for employees to average the number of hours worked over a one (1) week period not to exceed eight (8) hours in any one (1) day or forty (40) hours in any week without the

applicable overtime pay being paid for the time worked in excess of those times.

- (d) The Company shall pay to all employees who work beyond ten (10) hours, if required to work by the Company, **an eleven (\$11.00)** dollar meal allowance. The Company agrees to pay all money to the employee(s) on his/her first pay period immediately following such occurrence.
5. When employees are required to work their regularly assigned day of rest, they shall be paid at time and one-half (1 ½) of their regular rate of pay for the hours worked.
  6. When overtime of more than twenty (20) minutes is scheduled to be worked consecutively with the regular hours of work, the employee shall be entitled to eighteen (18) minutes' paid rest period before commencing overtime work.
  7. All overtime shall be voluntary and shall be performed only after authorization by the Company. All overtime shall be assigned, by seniority, to those employees who normally perform the work to be done on the shift they are working. Should such employee refuse overtime then such overtime work shall be offered to employees by seniority, ability being sufficient, on a plant-wide basis. However, this does not preclude the Company from calling in or scheduling an employee(s) to work overtime on a plant-wide basis regardless of shifts on the basis of seniority ability being sufficient to perform the work that is to be done. The Union agrees to co-operate in providing overtime work in cases of emergency. For the purpose of this clause, emergency shall be defined as any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgment, have been foreseen by the Company. However, according to the Saskatchewan **Employment Act**, where the Company is unable to secure sufficient volunteers to perform the available overtime to process birds, the overtime will be mandatory beginning with the most junior employee who is qualified to perform the duty.
  8. The Company agrees to pay a shift premium of **fifty (\$.50)** cents per hour for all regular hours of work performed by employees who are scheduled to commence their shift outside the hours of 5:00 a.m. to 12:00 noon. Effective **date of ratification**, the shift premium will increase to **fifty-five (\$.55)** cents per hour for all hours worked when employees are scheduled to commence their shift outside the hours of 5:00 a.m. to 12:00 noon. Effective February 1, **2025**, the shift premium increases to **sixty (\$.60)** cents per hour as per above. This shift premium will also be paid for all hours of work performed on Saturday and Sunday. This shift premium shall not be considered as a part of the employee's basic rate of pay.
  9. Where employees are required to work rotating shifts, the Company agrees to pay a shift premium of **fifty (\$.50)** cents per hour for all hours worked. Effective **date of ratification**, the rotating shift premium will increase to **fifty-five (\$.55)** cents for all hours worked when employees are required to work rotating shifts. Effective February 1, **2025**, the rotating shift premium increases to **sixty (\$.60)** cents per hour as per the above.
  10. Employees, except Engineers on standby, who report for work shall be guaranteed four (4) hours' work or pay in lieu thereof.
  11. All hours worked over twelve (12) hours in a day shall be paid for at the rate of double (2) time.

**APPENDIX 'B' - CLASSIFICATION AND WAGE RATES**

	<u>Feb. 1/2020</u>	<u>Feb. 1/2021</u>	<u>Jan. 31/2022</u>	<u>Jan. 30/2023</u>	<u>Jan. 29/2024</u>	<u>Feb. 3/2025</u>
I. Maintenance Department Employees						
Journeyman Status:	\$38.64	\$38.99	\$39.34	\$39.74	\$40.14	\$40.69
Millwright						
Electrician						
Welder						
Truck and Transport Mechanic						
Maintenance Department Power Engineers						
Plus 4th Class	\$30.00	\$30.35	\$30.70	31.10	31.50	32.05
3rd Class	\$33.25	\$33.60	\$33.95	34.35	34.75	35.30
2nd Class	\$34.72	\$35.07	\$35.42	35.82	36.22	36.77
Plant Maintenance (Mechanic)	\$24.91	\$25.26	\$25.61	\$26.01	\$26.41	\$26.96
Leadhand	\$21.98	\$22.33	\$22.68	23.08	23.48	24.03
III. Fresh, Frozen and Live Haul Truck Driver, AM to Plant Driver	\$22.75	\$23.10	\$23.45	\$23.85	\$24.25	\$24.80
IV. Quality Assurance Inspectors System	\$21.57	\$21.92	\$22.27	\$22.67	\$23.07	\$23.62
V. Sanitation Department						
Start	\$16.74	\$17.09	\$17.44	\$17.84	\$18.24	\$18.79
After 75 days' worked	\$18.70	\$19.05	\$19.40	\$19.80	\$20.20	\$20.75
After 12 months' worked	\$20.58	\$20.93	\$21.28	\$21.68	\$22.08	\$22.63
VI. Group A						
Offal Room Attendant, Plucker Operator, Freezer, Receiving Room, Graders/Presentation Detectors, Saw Operator, Computerweight Scale Operator, North Cooler						
32 Room Attendants						
Start	\$16.59	\$16.94	\$17.29	\$17.69	\$18.09	\$18.64
After 75 days' worked	\$18.55	\$18.90	\$19.25	\$19.65	\$20.05	\$20.60
After 12 months' worked	\$20.43	\$20.78	\$21.13	\$21.53	\$21.93	\$22.48
VII. Group B						
All those not otherwise listed in Group A						
Start	\$16.59	\$16.94	\$17.29	\$17.69	\$18.09	\$18.64
After 75 days' worked	\$18.40	\$18.75	\$19.10	\$19.50	\$19.90	\$20.45
After 12 months' worked	\$20.22	\$20.57	\$20.92	\$21.32	\$21.72	\$22.27

NOTE #1: The term “After 75 days’ worked” means after the employee has completed 75 days or shifts actually at work.

The term “After 12 months’ worked” means 365 days following the date on which employment commenced.

Rate increases to take effect on the first day immediately following the date stipulated.

An employee must have successfully completed his/her probationary period before he is eligible to receive the next rate of pay.

NOTE #2: All Maintenance Department employees are referred to in Appendix “B”(1) will first and foremost perform their primary bid job classification duties and will be expected to perform general maintenance duties when required by the Maintenance Manager.

NOTE #3: **Lead Hand Maintenance Department**

The rate of pay shall be \$1.55/hr above the rate of the classification that the successful applicant is employed in or could have been employed in based on his/her qualifications under Job Grade #1 of Appendix “B” – Classifications and Wage Rates.

**APPENDIX "C"****HEALTH AND WELFARE BENEFITS****(A) GROUP INSURANCE**

1. The Company agrees that the present Group Insurance Plan shall remain in effect and form part of the Collective Agreement and shall provide for the following benefits set out in (A) through (D) below. The terms and conditions in this Agreement will not be changed without mutual agreement and the Company will provide the Union with a complete copy of the Group Insurance Plan text. This will not preclude the Company to seek or change alternate carriers at any time.
2.
  - (a) New employees shall be entitled to full benefits following the successful completion of the probationary period (seventy-five (75) days' worked or fifty (50) days' worked if working a 12-hour shift) for Group Insurance Benefits i.e. Life Insurance, AD & D, Weekly Indemnity, LTD, Prescription Drug Plan, Vision Care Plan and commencing February 1, 2018, Paramedical Coverage. The Company agrees to pay seventy-five (75%) percent of the costs of the Group Insurance premiums, employees to pay twenty-five (25%) percent.
  - (b) Employees away from work for any reason, who wish to continue their benefit coverage, are required to forward their portion of the Group Insurance premiums for the duration of their absence. These premium payments must be made on post-dated cheques and submitted to payroll prior to commencing the leave. In the event that the premium contributions are more than three (3) pay periods in arrears, the employee's benefit coverage may be cancelled.
3. The Company shall supply employees with a copy of the Health Care Conversion Option upon retirement which will result in the termination of their current Group Insurance Benefits under the Collective Agreement it being clearly understood that the employee pays the full cost of such benefits.

**(a) Life Insurance**

Life Insurance amount of benefit coverage:  
 Effective February 1, 2001                      -                      \$40,000.00

**Waiver of Premiums**

Should you become totally disabled for more than six (6) months prior to age 65, the amount of your Life Insurance will continue without payments of premiums until age 65 or recovery and as long as this policy remains in force providing satisfactory proof of total disability is submitted to the insurance company within twelve (12) months from the date of disability.

(b) **Accidental Death and Dismemberment**

Accidental Death and Dismemberment - benefit amount tied to life insurance benefit.

The amount of insurance below will be payable:

- to your beneficiary (in addition to the basic group life insurance amount) if you die by accidental means;
- to you for loss of sight and/or hearing;
- to you for accidental dismemberment.

If death, dismemberment, loss of sight or hearing is caused by an accident prior to age 65 and occurs within 365 days of the accident, payment will be made as follows:

<b>Loss of:</b>	<b>Amount:</b>
Total paralysis of both lower limbs, total paralysis of one side of body or total paralysis of all four limbs.	200% of your basic group life insurance benefit.
Life or both hands or both feet or sight of both eyes or loss of one hand and one foot or loss of sight of one eye and either one hand or one foot or loss of use of both hands or loss of use of both arms or loss of use of both legs or loss of use of one hand or arm and one leg.	100% of your basic group life insurance benefit.
Loss of one hand or loss of one foot or loss of one arm or loss of one leg or loss of sight of one eye or loss of use of one hand or loss of use of one arm or loss of use of one leg.	50% of your basic group life insurance benefit.
Loss of thumb and index finger of the same hand, a loss of speech or loss of hearing in both ears.	33 1/3% of your basic group life insurance benefit.

**Repatriation Benefit**

For loss of life outside your province of residence, Blue Cross will pay the cost of the preparation and shipment of the body back to your province of residence.

\$10,000 maximum benefit.

If one accident results in more than one of the losses above, payment will not exceed 100% of the basic group life insurance benefit, except if loss is quadriplegia, paraplegia or hemiplegia.

**Rehabilitation Benefit**

If you sustain an injury which results in a loss payable under this provision and the injury requires that you undergo special training to be qualified to engage in a special occupation that you would not normally have engaged in except for such injury, Blue Cross will pay for such training. However, no payment will be made for room, board or other ordinary living, traveling or clothing expenses.

\$10,000 maximum benefit limited to within three years of the date of accident.

**Exclusions:**

No payment of Accidental Death and Dismemberment benefits will be made for any loss caused by, resulting from or related to any of the following:

- suicide or self-inflicted injury, whether sane or insane;
- insurrection or war (whether war be declared or not), or any act incident to either or participation in any riot;
- active full-time service in the armed forces of any country;
- travel or flight in any aircraft, or descent from such aircraft, if the insured individual is a pilot or member of the crew of the aircraft or if such flight is made for purposes of instruction, training or testing;
- committing, attempting or provoking an assault or criminal offense.

**Waiver of premiums for AD&D Insurance**

Should you become totally disabled for more than six (6) months prior to age 65, the amount of your accidental death and dismemberment coverage will continue without payment of premiums until age 65 or recovery, as long as this policy remains in force providing satisfactory proof of total disability is submitted to the insurance company within twelve (12) months from the date of disability.

**Termination Age**

Your accidental death and dismemberment benefit terminates at age 65.

(c) **Dependents' Insurance Benefit**

Effective February 1, 2001	-	Spouse-	\$10,000.00
	-	Child -	\$5,000.00 (15 days of age and over)

This benefit provides life insurance coverage for your spouse and dependent children.

**Waiver of premiums for Dependents Insurance**

Should you become totally disabled for more than six (6) months prior to age 65, the amount of your dependents' insurance will continue without payment of premiums until age 65 or recovery and as long as this policy remains in force providing satisfactory proof of total disability is submitted to the insurance company within twelve (12) months from the date of disability.

**Termination Age**

Your dependents' insurance terminates when you reach age 65.

(d) **Weekly Indemnity**

- (i) Weekly Indemnity - 66 2/3% of your weekly salary payable to a maximum weekly benefit of \$650.00 per week for 26 weeks. Benefits begin on the 1<sup>st</sup> day if disability is due to injury and the 4<sup>th</sup> day if disability is due to sickness. If hospitalized, benefits will begin on the 1<sup>st</sup> day.



(ii) Benefits will not be paid beyond:

- the 26<sup>th</sup> week from the date of disability; or
- the date you cease to be totally disabled; or
- the date of your 65<sup>th</sup> birthday; or
- retirement or the date you withdraw or elect to receive pension funds; or
- the date you engage in any work or occupation; or
- the date you fail to furnish satisfactory evidence of total disability or refuse to submit to a medical examination by a physician chosen by the Insurance Company;

whichever first occurs.

(iii) **List of Exclusions**

No Weekly Indemnity benefit will be payable for:

- (1) any period of disability by The Workers' Compensation Act or any similar legislation.

Any employee will be eligible to apply for Group Insurance benefits while the employee's claim is under appeal to the Saskatchewan Workers' Compensation Board. If the appeal is successful, the employee shall be solely responsible for repayment of any benefits claimed under the Group Insurance Plan.

- (2) any disability resulting from or caused by:

- intentionally self-inflicted injury, while sane or insane;
- insurrection, war or hostilities of any kind, whether declared or not;
- riot or civil commotion, regardless of whether you were participating;
- injury occurring while committing or attempting to commit a criminal offense;
- medical or surgical care which is cosmetic in nature or medical care or surgery that is not medically

necessary. However, periods of disability due to the donation of an organ or tissue will be covered. The Company will amend the Group Contract to provide coverage for tubal ligation and vasectomy. All other cosmetic surgery will be excluded from the contract.

- use of drugs or alcohol unless you are being actively supervised by and receiving continuous treatment from a rehabilitation centre or an institution provincially recognized for that treatment.

(3) Any disability if:

- as a result of injury or sickness for which a third party is liable, except as provided for in the Third Party Liability section;
- you are not under the continuous care and treatment of a physician or specialist who is certified by the Saskatchewan College of Physicians and Surgeons or during the first 30 days under the care of a licensed chiropractor;
- you are imprisoned;
- you are on maternity leave, parental leave or any other leave of absence.

(4) No further benefits will be payable from the date you refuse to participate in a rehabilitation program which is considered appropriate by the Insurance Company.

(iv) **Submitting a Claim**

The time limit within which a Weekly Indemnity claim must be made is 90 days from the date the Insurance Company is liable.

(v) **Termination Age**

Your Weekly Indemnity benefit terminates at age 65.

(e) **Long Term Disability Plan (LTD)**

Effective February 1, 2001, the Employer will provide an LTD Plan based on seventy (70%) percent of earnings to a maximum of \$1500.00 per month. The principal terms of this LTD plan are set out below. All other terms of the Group Insurance Plan in effect prior to this Agreement shall remain in effect and unchanged.

Benefits will commence on the latter of:

- the 183<sup>rd</sup> day of continuous/consecutive disability (the “elimination period”); or
- the day following the end of a period during which the employee is receiving Weekly Indemnity Benefits;
- Disabled employees will be eligible for benefits for a two-year period, from the end of the elimination period, if the employee is unable to perform his or her usual and customary duties as an employee of the Company. Thereafter, benefits will continue, to a maximum of five (5) years from the end of the elimination period, only if the employee is unable to perform the duties of any occupation.

(ii) In no case shall a benefit be paid beyond:

- five (5) years from the end of the elimination period or the date of the employee’s 65<sup>th</sup> birthday, whichever first occurs; or
- the date of the employee’s death; or
- the date the employee is no longer totally disabled; or
- the employee’s retirement or the date the employee withdraws or elects to receive pension funds; or
- the date the employee engages in any work or occupation other than rehabilitative employment; or
- the date the employee fails to furnish satisfactory evidence of total disability or refuses to submit to a

medical examination by a physician chosen by the Insurance Company; or

- the date the employee refuses to participate in a rehabilitation program considered appropriate by the Insurance Company;

whichever first occurs.

- (iii) The Company has distributed a detailed booklet of information on the LTD Plan prepared by the LTD insurer. The Union and the Company agree that the terms of the LTD Plan shall determine the entitlement and benefits of employees under the LTD Policy.

(f) **Prescription Drug Plan, Vision Care, Paramedical Coverage and Medical Services and Supplies**

- (i) The Company shall provide a Prescription Drug Plan, Vision Care benefit, Paramedical Coverage (employee only) **and, effective date of ratification, Medical Services and Supplies coverage** at twenty-five (25%) percent cost to employees with the following benefits. Such Plan shall form part of the Collective Agreement.

- (ii) **Schedule of Benefits**

Vision Care - \$250.00 eyeglass benefit every 24 months;

Prescription Drugs - Reimbursement funding under the Saskatchewan Drug Formulary basis:

Deductible:	Single	-	\$50.00
	Family	-	\$100.00
	Prescription Drugs	-	100%
			(reimbursement)

Paramedical Coverage (effective February 1, 2018 – employee only) – Annual maximum of \$300.00 per practitioner to include registered massage, physiotherapy, chiropractic, psychologist, naturopath, podiatrist, osteopath, speech therapy and audiologist.

- (iii) The Company has distributed a detailed description of both the Vision and the Prescription Drug Plans. The Union and the Company agree that the terms of the Vision and the Prescription Drug Plans shall determine the entitlement and benefits of employees under these policies. Effective February 1, 2018,

Paramedical Coverage (for employee only) shall be included in the Plan.

(iv) **Eligible Employees**

All employees are eligible if actively working on the effective date of this Plan. All new employees are eligible after successfully completing their probationary period (75 days' worked).

(v) **Eligible Dependents**

Dependents are defined as the employee's spouse (as described below), and unmarried, unemployed dependent children including natural, adopted or step-children.

The term "spouse" is defined as the person who is legally married to the employee, or, although not legally married to the employee, has continuously cohabited with the employee for not less than one (1) full year having been represented as husband and wife (common-law). Unless the insured employee has requested coverage for a common-law spouse in writing to the insurer, the person legally married to the insured employee shall be considered to be the spouse.

Dependent children are eligible if they are less than 21 years of age or, if 21 years of age but less than 25 years of age, they must be attending an accredited educational institution, college or university on a full-time basis and must be fully dependent on the employee for support. Children of the employee's common-law spouse are eligible for coverage provided they are living with the employee.

Unmarried, unemployed children over 21 years of age shall qualify if they are dependent upon the insured employee by reason of a mental or physical disability and have been continuously so disabled while attending an accredited educational institution,

college or university on a full-time basis prior to the age of 25 and have been continuously so disabled since that time shall also qualify as a dependent.

(B) **TEAMSTERS/RWDSU GENERAL WORKERS PENSION PLAN**

1. **Membership**

- (i) All existing employees, including employees in receipt of Long Term Disability benefits or Workers' Compensation benefits, shall automatically become covered under the Teamsters/RWDSU General Workers Pension Plan and Trust Fund (the "Trust Fund").
- (ii) All future 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 one (1) year of employment.

2. For the duration of the current Collective Agreement between the Union and the Company and any renewals or extensions thereof, the Company agrees to continue payments to the Pension Plan as herein set forth to provide benefits for employees of the Company. Such contributions shall be as follows:

- (i) For each active employee working in job classifications covered by the Collective Agreement **six (6%) percent**.
- (ii) Each employee shall contribute through payroll deductions a contribution as follows:

**Five and three-quarters (5.75%) percent of their gross earnings.**

3. For the purposes of (i) and (ii) above, earnings shall be gross earnings received by an employee from the Company and from a benefit plan provided by the government or any insurance program. Contributions from the participating employee shall be made by payroll deduction.

- (i) It is understood that contributions shall be payable for eligible employees in respect to the gross earnings of employees on the Date of Ratification whether said employees are permanent, temporary or seasonal or full-time or part-time employees provided the employee has worked for the Company for a one (1) year period. It is further understood that each day or hour paid for, including days or hours of paid vacation, paid holidays or other days or hours for which pay is received by the employee in accordance with the Collective Agreement shall be counted as days or hours for which contributions are payable.
- (ii) **Where an employee had previously met the eligibility requirements for the Pension Plan, retired from the Company and is subsequently rehired at any time, pension contributions shall be made by both parties calculated from the date of rehire.**

4. Contributions along with a list of the employees for whom they have been made (showing employee and Company amounts 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.
5. 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.
6. The Company further agrees to submit a completed change in status form with respect to each member whose status under the Plan changes on or about the date of such change in status and also agrees to submit to the said Administrator, within sixty (60) days following the end of such plan year, a listing of all persons who were members of the Plan during such plan year showing, for each member, his/her gross earnings received during the plan year.
7. 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 4.0% multiplied by the number of completed plus partial months from the date such contributions were due to the date they were paid.
8. Such contributions shall be paid into the Teamsters/RWDSU General Workers Pension Plan Trust Fund (hereinafter called the "Trust Fund"). The terms of the Pension Plan established for the employees shall be determined by the Trustees of that Trust Fund and the administration of the Plan shall be carried out by the Trustees of that Trust Fund in accordance with the Trust Agreement governing the Fund.
9. **Long Term Disability Contributions**

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 February 1, 2004 equal to ten (10%) percent of such member's earnings at time of disability. In no case shall this benefit be paid beyond the period specified in Appendix C- 3(e)(ii).

10. **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 Union;
- (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.

11. 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.

- (i) The Trust Fund will be operated so that it is registered under the Income Tax Act and any applicable Pension Benefits Act.
- (ii) 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 Union 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.
- (iii) 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.



12. **Administration**

- (i) 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.
- (ii) The Company agrees to be bound by all the terms, conditions and provisions of the Teamsters/RWDSU General Workers Pension Plan and Trust Fund and for such purpose to execute such documents as may be required to constitute the Company a party of the Second Part (Employer) to the Agreement and Declaration of Trust under which the said Pension Trust is established.

13. **Company/Union Liability**

It is understood and agreed that neither the Company nor the Union have any obligation to finance the benefits promised under the Trust Fund beyond making contributions pursuant to its Collective Agreement with the Union. In the event that any unfunded liability or solvency deficiency should arise, it is agreed that benefits will be reduced for the purpose of meeting the required test for solvency of the Trust Fund, subject to the approval of the reduction by the Superintendent of Pensions.

(C) **DENTAL PLAN**

The Company agrees to contribute towards the cost of the RWDSU Union Dental Plan based on a payment of **thirty-five (\$.35)** cents per hour for each straight time hour worked **effective date of ratification**. Effective February 1, **2022**, the Company will contribute **thirty-six (\$.36)** cents. **Effective February 1, 2023, the Company will contribute thirty-seven (\$.37) cents. Effective February 1, 2024, the Company will contribute thirty-eight (\$.38) cents. Effective February 1, 2025, the Company will contribute forty (\$.40) cents.** Such premiums shall be paid from the first day of hire for all new employees.

(D) **PAID PERSONAL TIME OFF**

Employees shall be allowed to take single vacation days with pay as personal time off, subject to two (2) weeks' notice and approval by the Department Manager and the Plant Manager. Such time off will be on a first-come first-served basis except in cases where employees hand in their requests on the same day then the senior employees shall have priority. The two (2) week notice period shall be waived in cases of an emergency which

is defined as any sudden or unusual occurrence that could not, by the exercise of reasonable judgment, have been foreseen by the employee. The employee will, at the time of his/her two (2) week notice, advise the Company that they want their vacation pay paid out or left in their accumulation bank.

Note: Vacation Pay shall be paid pursuant to Article 6.05(a) of the Collective Agreement.

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**           **Sofina Foods Inc. (Lilydale Division)**

**AND:**                 **Retail, Wholesale and Department Store Union, Local S-955**

**Re: Absenteeism**

It is agreed that the following policy shall be in effect during the term of this Collective Agreement.

1.     Subject to paragraph 2. below, employees who are absent from work for more than twelve (12) separate periods of one (1) day or more during any twelve (12) month period, regardless of the reason for such absence except for absences under Workers' Compensation, Group Insurance and with an approved leave of absence, shall be subject to the following discipline:
  - (a)     first occurrence - five (5) day suspension;
  - (b)     second occurrence within two (2) years but not less than six (6) months after the first occurrence - dismissal.
2.     Where, in the opinion of a medical doctor who is approved by the Company, the employee is suffering from an illness or injury such that it is unreasonable to expect that the employee will be able to avoid chronic absenteeism, the Company will make all reasonable efforts to accommodate the employee in the workplace before resorting to the measures set out in paragraph 1. above.
3.     Where an employee suffers from illness or injury as set out in paragraph 2. above, the onus is on the employee to obtain the medical opinion and to notify the Company at the earliest opportunity that he or she may be chronically absent from work due to such condition.
4.     Employees who will be unavoidably absent from work for reasons of sickness, accident, etc., should notify the Personnel Office of this fact as early as possible. This information should normally be given to the Company prior to the start of the employee's shift. If this should prove impossible then not later than one (1) hour of their scheduled start time.

5. For the purpose of this Letter of Understanding, a day shall mean a period of more than five (5) continuous hours.

**SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**SIGNED ON BEHALF OF:  
RETAIL, WHOLESALE AND DEPARTMENT  
STORE UNION, LOCAL S-955**

**SIGNED ON BEHALF OF:  
SOFINA FOODS INC.  
(LILYDALE  
DIVISION)**

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**Neil Zemlak**

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**Rocky Luchsinger, Representative**

**LETTER OF UNDERSTANDING #2**

**BETWEEN: Sofina Foods Inc. (Lilydale Division)**

**AND: Retail, Wholesale and Department Store Union, Local S-955**

**Re: Health and Safety Representative**

This Letter sets forth the agreement reached between the Company and the Union relating to the role of the Health and Safety Representative. This agreement and understanding shall apply during the term of the Collective Agreement between the parties.

1. The Health and Safety Representative shall maintain health records of employees in a filing system separate from the personnel records.
2. The Health and Safety Representative’s function and responsibility is to ensure the health and well-being of the employee in a professional and confidential manner and to act as a liaison person between Workers’ Compensation Board and Medical Professionals, etc. and the employee by assisting with the proper completion of all applicable forms.
3. The Health and Safety Representative is not to be an adjudicator for Workers’ Compensation. However, the Health and Safety Representative may appeal a claim if he/she feels that it is necessary to do so.

**SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**SIGNED ON BEHALF OF:  
RETAIL, WHOLESALE AND DEPARTMENT  
STORE UNION, LOCAL S-955**

**SIGNED ON BEHALF OF:  
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**Jason Howden**

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**Stephanie Sangster**

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**Neil Zemlak**

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**Rocky Luchsinger, Representative**

**LETTER OF UNDERSTANDING #3**

**BETWEEN:**

**Sofina Foods Inc. (Lilydale Division)**

**AND:**

**Retail, Wholesale and Department Store Union, Local S-955**

**Re: Part-time Employment Sanitation Department**

The following outlines the agreement between Retail, Wholesale and Department Store Union, Local S-955 and Sofina Foods Inc. (Lilydale Division) with respect to part-time employees hired to staff the Sanitation Department:

1. For purposes of this agreement, part-time sanitation employees are defined as an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing predetermined schedule of work on a regular and recurring basis in the Sanitation Department.
2. Employees hired by the Company as part-time sanitation employees shall not be allowed to bid on permanent positions or relief positions.
3. Where a part-time Sanitation employee wishes to have full-time employment, he/she must submit a request for a full-time position to Human Resources.
4. The Company will maintain a separate seniority list for all part-time Sanitation employees and should an employee be reclassified as a permanent employee, all accumulated seniority credits will establish the employee's seniority date on the permanent seniority list.
5. Part-time Sanitation employees shall not qualify for benefits under Appendix "C" of the Collective Agreement except as outlined in the Saskatchewan Employment Act and regulations as amended from time to time.
6. Part-time Sanitation employees shall not be covered by the guarantee of hours provision of this Collective Agreement, however, such schedule of hours shall guarantee a minimum of four (4) hours' work or pay in lieu thereof.
7. For purposes of determining seniority, probationary periods and wage rates, one "day worked" equals eight (8) hours, "75 days' worked" equals six hundred (600) hours and "12 months worked" equals one thousand nine hundred and twenty (1920) hours.

- 8. The Company shall schedule vacations for the part-time employees.
- 9. All other applicable provisions of the Collective Agreement, subject to the foregoing provisions of this Letter of Understanding, shall apply to part-time Sanitation employees.

**SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**SIGNED ON BEHALF OF:  
RETAIL, WHOLESALE AND DEPARTMENT  
STORE UNION, LOCAL S-955**

**SIGNED ON BEHALF OF:  
SOFINA FOODS INC.  
(LILYDALE  
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**Rocky Luchsinger, Representative**



**LETTER OF UNDERSTANDING #4**

**BETWEEN:**

**Sofina Foods Inc. (Lilydale Division)**

**AND:**

**Retail, Wholesale and Department Store Union, Local S-955**

**Re: Modified Workweek (Maintenance Department) (12-Hour Shifts)**

The following terms shall apply to employees working in the Maintenance Department who are working on a modified work schedule of hours (12-hour shifts).

1. The parties agree that when a modified work schedule is to be established by the Company following agreement from the Union such modified work schedule shall be in accordance with the Saskatchewan Employment Act and Regulations as amended from time to time.
2. The parties agree that certain provisions of the Collective Agreement must be amended to accommodate employees working on a modified work schedule.
3. The modified work schedule shall apply to all applicable employees in the Maintenance Department who are working 12-hour shifts.
4. Employees assigned to a modified work schedule shall be paid time and one-half (1 ½) their regular hourly rate for all hours worked in excess of one hundred and twenty (120) hours averaged over a three (3) week period.
5. Article 6 - Vacations

Employees working on a modified work schedule shall have their vacation entitlement commuted to hours instead of days:

- i.e.: 3 weeks x 40 hours - 120 hours of vacation time.
- 4 weeks x 40 hours - 160 hours of vacation time.
- 5 weeks x 40 hours - 200 hours of vacation time.
- 6 weeks x 40 hours - 240 hours of vacation time

Employees booking vacation time shall reduce the vacation allotment by the number of hours taken.

6. Article 7 - Statutory Holidays

- (a) Employees who are scheduled to work during the week in which one of the designated holidays shall occur shall not have a reduction in their weekly pay (based on forty (40) hours).
- (b) Pursuant to Section 2-31(a) of the Saskatchewan Employment Act, the parties agree that the Company may designate another day in the same week as the paid and/or public holiday falls other than the specified paid or public holiday. The Company shall notify the Union on which day the paid or public holiday will be observed.
- (c) Any employee working on the designated paid or public holiday shall receive the applicable overtime rates of pay.

7. Employee Benefits

For those Benefit Plans that have stated eligibility period based on a certain number of days, employees working on a modified work schedule shall have their eligibility period converted to hours versus days.

i.e.: Weekly Indemnity: Benefit to begin after 24 hours versus 3 days in cases of disability due to sickness.

8. Appendix A(3)(a) - Rest Periods and Lunch Breaks

Employees working on a modified workweek shall have two (2), eighteen (18) minute rest periods to be taken midway through the first half of their shift and midway through the second half of their shift. Employees shall be given a one-half (1/2) hour paid lunch break.

9. Appendix A(11)

All hours worked over sixteen (16) hours, if the employee is working a twelve (12) hour shift, shall be paid for at the rate of double (2) times an employee's regular rate of pay.

10. Discipline

A week is based on forty (40) hours and a day is based on eight (8) hours. If an employee is suspended for a day and his shift is more than eight (8) hours, the employee will be given the option of working the hours in excess of eight (8) hours on the day(s) of the suspension. This must be done during the workweek the suspension occurred in.

11. The foregoing shall only apply to those employees working a modified work schedule. For all other employees, the Collective Agreement provision shall apply.

12. Upon thirty (30) days' written notice by either party, this Addendum shall be null and void and all employees affected by this Addendum shall revert to the normal hours of work pursuant to Appendix "A" of the Collective Agreement.

**SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**SIGNED ON BEHALF OF:  
RETAIL, WHOLESALE AND DEPARTMENT  
STORE UNION, LOCAL S-955**

**SIGNED ON BEHALF OF:  
SOFINA FOODS INC.  
(LILYDALE  
DIVISION)**

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**Rocky Luchsinger, Representative**

**LETTER OF UNDERSTANDING #5**

**BETWEEN:**

**Sofina Foods Inc. (Lilydale Division)**

**AND:**

**Retail, Wholesale and Department Store Union, Local S-955**

**Re: Casual Drivers**

The following outlines the agreement between Retail, Wholesale and Department Store Union, Local S-955 and Sofina Foods Inc. (Lilydale Division) with respect to casual drivers:

1. For purposes of this Agreement, a casual driver is defined as a driver with no schedule who works on an occasional basis only after work is offered by the Company and accepted by the employee. If an existing employee wishes to become a casual driver, they must resign from their current employment with the Company in writing.
2. Employees hired by the Company as casual drivers shall not be allowed to bid on permanent or relief positions. For clarity, casual drivers will be able to apply for jobs posted externally.
3. Where a casual driver wishes to have full-time employment, he/she must submit a request for a full-time position to Human Resources.
4. The Company will maintain a separate list of all casual drivers and they will be called by the Company as needed and on a rotational basis.
5. Casual drivers shall not qualify for benefits under Appendix "C" of the Collective Agreement except as outlined in the Saskatchewan Employment Act and Regulations as amended from time to time.
6. Casual drivers shall not be covered by the guarantee of hours' provision of this Collective Agreement.
7. Casual drivers will not receive vacation time but will be paid applicable vacation pay on each paycheque in accordance with the Saskatchewan Employment Act and Regulations as amended from time to time.
8. All other applicable provisions of the Collective Agreement, subject to the foregoing provisions of this Letter of Understanding, shall apply to casual drivers.

9. Casual drivers will be inserted in the driver flow chart in Article 19.06 between “A.M. to Plant or Pallet Washer and their Reliefs by seniority” and “Plant-wide Seniority”.

**SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**SIGNED ON BEHALF OF:  
RETAIL, WHOLESALE AND DEPARTMENT  
STORE UNION, LOCAL S-955**

**SIGNED ON BEHALF OF:  
SOFINA FOODS INC.  
(LILYDALE  
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**Rocky Luchsinger, Representative**

**LETTER OF UNDERSTANDING #6**

**BETWEEN:**

**Sofina Foods Inc. (Lilydale Division)**

**AND:**

**Retail, Wholesale and Department Store Union, Local S-955**

**Re: Dedicated Union Office Hours**

1. The parties have agreed to have dedicated Union Office Hours.
2. Every **Tuesday and Thursday**, the Chief Shop Steward, or his designate, will have set office time from **8:00** a.m. to 12:00 noon or such other date and time as is mutually agreed between the parties.
3. For backfill purposes, the Union will provide the Chief Shop Steward or designate's Supervisor with notice very Monday as to who will need time away from work for that week's office hours.
4. On such **Tuesday and Thursday**, the bargaining-unit representative will be excused from work and be paid for up to **eight (8)** regularly scheduled hours per week to attend to Union business.
5. The primary purpose of this time is to address management employee concerns.
6. If there are no Union issues to attend to, the bargaining-unit representative will return to their work.

**SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**SIGNED ON BEHALF OF:  
RETAIL, WHOLESALE AND DEPARTMENT  
STORE UNION, LOCAL S-955**

**SIGNED ON BEHALF OF:  
SOFINA FOODS INC.  
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**Rocky Luchsinger, Representative**

**LETTER OF UNDERSTANDING #7**

**BETWEEN:**

**Sofina Foods Inc. (Lilydale Division)**

**AND:**

**Retail, Wholesale and Department Store Union, Local S-955**

**Re: Joint Labour Management Meetings**

1. The parties agree to set up a Joint Labour Management Committee.
2. The Committee will be made up of local management, up to six (6) members of the Union and the Representative for the Union. The Company may invite other staff members if required. The Union may invite other employees where they have received prior authorization from the Company.
3. The function of the Committee shall be to discuss matters of concern to the parties. It is understood and agreed that the Committee will not discuss any matter which is the subject of any live grievance.
4. The Committee shall meet once each month at a time mutually agreed to by the parties, unless cancelled by mutual agreement.
5. Deductions shall not be made by the Company from the wages of the Union Joint Labour Management Committee members or any other authorized attendees in respect to time actually spent in Joint Labour Management meetings.

**SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**SIGNED ON BEHALF OF:  
RETAIL, WHOLESALE AND DEPARTMENT  
STORE UNION, LOCAL S-955**

**SIGNED ON BEHALF OF:  
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**Rocky Luchsinger, Representative**