

COLLECTIVE AGREEMENT

BETWEEN:



COUNTRY RIBBON INC.

of the one part;

AND



NAPE

THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES, a body Company organized and existing under the laws of the Province of Newfoundland and Labrador and having its registered office in the City of St. John's aforesaid (hereinafter called the "Union");

of the other part;

SIGNED: May 13, 2021

EXPIRES: June 16, 2024

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Company, the employees and the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02 In the event that there is conflict between the contents of this Agreement, including all memorandums of understanding, letters of intent, attached appendix and schedules, and any regulation made by the Company, the contents of this Agreement, including the above referred to attachment, shall take precedence over the said regulations.
- 1.03 No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Company or its representatives that may conflict with the terms of this Agreement.
- 1.04 In the event that any law passed by the Government of Newfoundland and Labrador or Canada renders null and void or reduces any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

ARTICLE 2 - DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "bargaining unit" means the bargaining unit as recognized in accordance with Article 3.
 - (b) "classification" means the identification of a position by reference to a class title and pay range number.
 - (c) "Company" means Country Ribbon Inc
 - (d) "day" means a working day unless otherwise stated in this Agreement.
 - (e) "day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of their position other than:
 - (i) a designated holiday;

- (ii) a calendar day on which the employee is on leave of absence.
- (f) "employee" means a person who is employed in a classification falling within the bargaining unit.
- (g) "Employer" -means Country Ribbon Inc
- (h) "full-time employee" means a person who has completed their probationary period and is designated full time in accordance with Letter of Understanding Number 5. Full time employees are employed without reference to a specific date of termination of service.
- (i) "holiday" means the twenty-four hour (24) period commencing at 12:01 a.m. of a day designated as a holiday in this Agreement.
- (j) "notice" means notice in writing which is hand delivered or by registered mail.
- (k) "part-time employee" means a person who works less than the full-time number of working hours in each working day or less than the full-time number of working days in each workweek.
- (l) "permanent employee" means a person included in the top 131 positions on the seniority list who has completed their probationary period and is employed on a full time basis without reference to any specific date of termination of service.
- (m) "Plant Manager" means the Manager of the Processing Plant of Country Ribbon Inc.
- (n) "seniority" means length of service with the Newfoundland Farm Products Corporation (NFPC), Integrated Poultry Ltd. (IPL) and Country Ribbon Inc. (the Company).
- (o) "service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from NFPC or the Company and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year unless otherwise specified in this Agreement.
- (p) "spouse" means a person
 - (i) to whom an employee is legally married; or

- (ii) with whom an employee has been living for at least twelve (12) months as a couple in a relationship of some permanence.
- (q) "temporary employee" means a person who is employed for a specific period for the purpose of performing certain specified work and who may be laid off at the end of such period or on completion of such work but does not include seasonal or probationary employees.
- (r) "student employee" means a person who is hired between the period of April 15th to September 15th and December 20th to January 10th for the purpose of performing certain specific work and is going back to school upon the completion of such work. At no time shall this person acquire seniority or other benefits under this Collective Agreement.

ARTICLE 3 - RECOGNITION

- 3.01 The Company recognizes the Union as the sole and exclusive bargaining agent for the classes of employees listed in Schedule "A" of Country Ribbon Inc.
- 3.02 When new classifications are developed, the Company agrees to consult with the Union as to whether such classifications should be included in the bargaining unit. Should the Union and the Company be unable to agree, the matter shall be referred to the Labour Relations Board.
- 3.03
 - (a) Subject to Clause 3.03 (b), the classifications and rates of pay included in this Agreement shall not be changed during the life of the Agreement, except by the mutual consent of the parties to this Agreement.
 - (b) If any new classifications coming within the bargaining unit are created during the term of this Agreement, the following procedures shall apply:
 - (i) The Company will immediately notify the Union in writing as to the nature of the new classifications together with the rate of pay;
 - (ii) The Union, after consultation on the Company's position, will respond in writing outlining its acceptance or reasons for rejection of the Company's position within ten (10) working days of receipt of the above notification;

- (iii) If there is failure to agree upon the rate of pay for the wage classifications, the matter shall be submitted to arbitration. In this connection, it is understood that while an arbitration decision is pending the Company retains the right to hire at the new job rate initially set by the Company.
- (c) Employees will retain their existing pay rate in the event of demotion, except in cases of a voluntary demotion.

ARTICLE 4 - EMPLOYEE RIGHTS

- 4.01 Notwithstanding anything contained in this Agreement, an employee may present a personal complaint to the Plant Manager.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 All functions, rights, powers and authority which the Company has not specifically abridged, delegated or modified by this Agreement, are recognized by the Union as being retained by the Company.

Should a question arise as to the exercise of management's right in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedure.

ARTICLE 6 - CHECKOFF

- 6.01 The Company agrees to deduct from the wages of each employee the amount of membership dues or other assessments as stipulated and forward same monthly to the Union accompanied by a list of employees showing the contribution of each.

ARTICLE 7 - MAINTENANCE OF MEMBERSHIP

- 7.01 The Company agrees that all employees, who at the date of the signing of this Agreement, were members of the Union and those employees who became members after the signing of this Agreement, shall, as a condition of employment, maintain their membership in the Union.
- 7.02 Employees hired subsequent to the date of the signing of this Agreement shall, as a condition of employment, become members of the Union.

7.03 The Company agrees to provide new employees with the following information:

- (a) Duties and responsibilities;
- (b) Starting salary and classification;
- (c) Terms and conditions of employment;
- (d) A copy of the collective agreement;
- (e) The Executive of the Local shall be informed of all new employees hired by the Company.
- (f) A Union representative shall have at least one half (½) hour consultation with all newly hired employees at time of hiring.

7.04 Each employee shall inform the Company of any change of address, telephone number, marital or family status.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 It is agreed that it is of mutual interest to both the Company and the Union that any grievance arising over the application, interpretation or alleged violation of any of the terms of this Agreement, including a question as to whether a matter is arbitrable, be settled as expeditiously as possible in accordance with the procedure set forth hereunder.

8.02 The Union will appoint and the Company will recognize a committee of three (3) members, all regular employees of Country Ribbon Inc to deal with complaints and grievances. This committee shall be known as the Grievance Committee. The Union shall inform the Company in writing of the names of the committee members.

8.03 All grievances shall be processed without stoppage of work according to the following procedures:

Step I:

An employee who has a grievance shall first present their grievance verbally to the Foreman concerned, within three (3) working days of the occurrence or discovery of the alleged grievance and the Foreperson shall render their decision within three (3) days of the receipt of the grievance. Such an employee may be accompanied by a Shop Steward or the Shop Steward may initiate the grievance on behalf of the employee.

In the case of Clerical and Sales Staff, the grievance shall be verbally presented to the Supervisor.

Step II:

Should the verbal decision given under Step I not be acceptable, the employee, accompanied by a member of the Grievance Committee, may, within five (5) days, discuss the matter with the Plant Manager or their designated representative. The Company may require that a grievance presented at this stage be in writing and that full details of the alleged grievance be provided. The Plant Manager or their designated representative shall, within five (5) days, render their decision to the aggrieved employee.

In the case of Clerical Staff, the matter shall be discussed with the Chief Financial Officer and in the case of Sales, the Sales and Marketing Manager.

Step III:

If the employee fails to receive a satisfactory answer to their grievance within five (5) days after the filing of the grievance at Step 2, they may, within a further five (5) days submit their grievance in writing to the HR Director of Processing who, for the purpose of investigating the grievance, shall form a Committee consisting of four (4) persons, comprising an equal number of Employer and Union representatives. The Union shall appoint its two (2) representatives to the committee. One of the Employer's representatives shall chair the meeting(s). The Committee shall be entitled to interview such persons as it deems necessary for the investigation of the grievance and shall give its decision in writing to the grievor within ten (10) days of receipt of the grievance. The Committee's report shall consist of the joint decision of the Committee where the Committee members agree to a solution. If the matter is not mutually resolved by the Committee, then the Employer's representatives will send their position, along with a brief summary of the Committee's deliberations, to the grievor, with a copy being sent to the Union.

Step IV:

If, after exhausting the foregoing procedures, the grievance has not been settled, either party may, within five (5) days, notify the other party, in writing, of its desire to submit the matter to arbitration.

8.04 Sole Arbitrator

Subject to Clause 8.05 where either party refers a dispute to arbitration, it shall be dealt with by a mutually agreed upon sole arbitrator. In the event of their failure to agree, the arbitrator shall be appointed by the Chair of the Labour Relations Board.

8.05 Arbitration Board

Where a grievance involving a question of general application or interpretation is referred to arbitration, either party may, in its notice of such action or in response to such notification (whichever is appropriate), notify the other party that it wishes to have the dispute dealt with by an arbitration board composed of three (3) members.

8.06 The party giving notice under Clause 8.05 shall concurrently name an arbitrator and shall notify the other party of the name and address of its appointee. If the party giving such notice is not the party referring the dispute to arbitration, the notification will be given within five (5) days of receipt of notice that the matter is being referred to arbitration.

8.07 The party to whom notice is given under Clause 8.05 shall, within five (5) days, name an arbitrator and shall notify the other party of the name and address of their nominee.

8.08 The appointees of the parties nominated in accordance with Clauses 8.06 and 8.07 shall, within seven (7) days of the appointment of the last named appointee by either party, select a chairman upon whom they both agree. In the event of their failure to agree, the chairman shall be appointed by the Chairman of the Labour Relations Board, who shall make such an appointment from the Panel of Arbitration Chairmen developed by the Newfoundland Labour-Management Co-operation Committee.

8.09 No person who has any pecuniary interest in the matters referred to an arbitration board, or who is acting or who has, within a period of six (6) months preceding the date of their appointment, acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties, shall be appointed to or act as a member of an arbitration board.

8.10 Arbitration awards shall be final and binding on both parties.

8.11 A sole arbitrator or board shall have the power to amend disciplinary measures imposed by the Company but the arbitrator or arbitration board may not alter, modify or amend any provision of this Agreement.

- 8.12 Each party shall pay one-half ($\frac{1}{2}$) of the fees and expenses of the arbitrator/board chairman.
- 8.13 Where a dispute involving a question of general application or interpretation occurs, Steps I and II of the grievance procedure may be by-passed.
- 8.14 The above-mentioned time limits may be extended in individual cases by the consent in writing of both parties to this Agreement.

ARTICLE 9 - STRIKES AND LOCKOUTS

- 9.01 The Union agrees that during the life of this Agreement there shall be no strikes, suspension or slowdown of work, picketing or any other interference with the Company's business, and to this end, the Union will take affirmative action to prevent any employee covered by this Agreement from going on strike or suspending or slowing down their work or picketing, or otherwise interfering with the Company's business. The Company agrees that there shall be no lockout of employees during the term of this Agreement.
- 9.02 It is agreed that there shall be no strikes by or lockout of employees during the course of negotiation for renewal or extension to this Agreement until an attempt has been made in good faith to settle any differences.

ARTICLE 10 - WAGES

- 10.01 Wage rates for all employees covered by this Agreement shall be as set forth in Schedule "A" and will become effective from the dates set forth therein.
- 10.02 (a) New hires move between Step 1 and Step 2 upon completion of at least 2080 hours of employment from seniority date in the case of Plant employees or 1820 hours in the case of Office and Sales employees.
- (b) Step 2 - Plant employees who have worked at least 2080 hours since attaining Step 2 rate will move to Step 3 rate. Step 2 Office and Sales employees who have worked at least 1820 hours since attaining Step 2 rate will move to Step 3 rate.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11.01 The full-time work week for Plant workers shall be forty (40) hours and the full-time work day shall be eight (8) hours. The full-time work-week for office workers and salespeople shall be thirty-five (35) hours and the full-time work day shall be seven (7) hours. Subject to 20.03 (a), the hours of work for permanent employees will not be reduced without mutual consent.
- 11.02 An employee in the Plant who is required to work in excess of eight (8) hours in any one day shall be paid time and one-half (1 1/2) their regular rate for all excess hours. In the case of employees working thirty-five (35) hours per week, hours in excess of seven (7) hours in any one-day shall be paid time and one-half (1 1/2) their regular rate for all excess hours.
- 11.03 An employee who is required to work on their scheduled day or days off shall be paid time and one-half (1 1/2) their regular rate.
- 11.04 There shall be no accumulating of overtime premiums for the same hours worked but the highest single premium shall apply.
- 11.05 Subject to Clause 11:06, an employee who is required to work two (2) or more hours beyond their regular working hours shall be entitled to a meal allowance of twelve dollars (\$12.00) effective signing date of this Agreement. The Company shall endeavour to pay meal allowance when it becomes due.
- 11.06 If the employee is notified, prior to leaving work, of scheduled overtime for the following day, the provisions of Clause 11.05 shall not apply.
- 11.07 Overtime will be distributed as equally as possible on a seniority list rotation among employees in the same classification and employees within the operational unit affected who can perform the duties required. Employees who are required to work overtime shall have the right of first refusal. When the number of employees required to work overtime is insufficient, overtime will be compulsory in reverse order of seniority within the operational unit.

For the purpose of this Clause, operational unit shall be defined as follows:

Poultry Evis Unit
Poultry Live Receiving Unit
Poultry Pack Unit
Shipping Unit
Maintenance Unit

Engineering Unit
Plant Cleaning Unit
Janitor/Laundry Unit
Supplies and Receiving
Office Unit
Sales Unit
Deboning Unit
Further Processing Unit
Tray Overwrap Unit
QA Unit

Where employees are required to perform overtime outside their own unit, such work shall be distributed as equally as possible on a seniority list rotation. Where overtime is required, employees will receive the rate for the position or their own rate, whichever is greater.

Where overtime is voluntary, employees will receive the rate for the position or their own rate, whichever is higher, except that where the employee's own rate is higher than the maximum rate available in the operational unit where the overtime is incurred, the employee shall not be paid a rate which exceeds the rate of pay for the Lead Hand in that operational unit.

- 11.08 Payment for overtime worked in accordance with Clause 11.02 will be payable at the nearest highest fifteen (15) minute unit.
- 11.09 Employees required to work during the meal break will be paid the applicable overtime rate for the period worked and, in addition, shall be provided an additional meal period in which to consume the meal.
- 11.10 (a) The work schedule may be altered to facilitate the efficient operation of the Plant, but there shall be no split shifts. The Employer agrees that, except by mutual consent, the work schedule shall not be changed without twelve (12) hours' notice to the employee.
- (b) Notwithstanding 11.10 (a), in the event of adverse weather conditions and there is no product available for slaughter, the Employer shall notify employees of the shift cancelation. Further, the employer shall either:
- (a) Advise of when the work will be rescheduled that calendar week (at straight time); or
- (b) In the event the hours of production are not rescheduled, all permanent employees (131) shall have the option to either report for work, or proceed onto annual leave, or leave without pay.

For the purpose of this article, there shall be established an adverse weather committee to consider the matters of employee safety and animal welfare. The committee shall consist of members of management along with the union co-chair of the occupational health and safety committee (processing) and another member appointed by the Union.

11.11 An employee shall not be required to lay-off during scheduled hours to equalize any overtime worked.

11.12 Employees requested or scheduled to work overtime hours will be compensated as follows:

- a. If an employee reports to or remains at the Plant following the regular work day or work week, the employee will be paid for actual overtime hours worked at the applicable overtime rate.
- b. If the overtime work is cancelled with less than two (2) hours notice, the employee will be compensated for three (3) hours at the applicable overtime rate.
- c. If the employee commences the overtime work and the overtime work is cancelled prior to its substantial completion or due to mechanical or unforeseen events beyond the Employer's control, the employee will be compensated for a maximum of three (3) hours at the applicable overtime rate.
- d. Notwithstanding (b) above, if the overtime work is cancelled prior to the overtime work commencing due to mechanical or unforeseen events beyond the employer's control, there will be no overtime paid.
- e. Whenever possible, the request to work preplanned overtime in the Plant shall be made at least three (3) hours prior to the commencement of the overtime. The request shall, when possible, include the approximate amount of overtime available.

Notwithstanding the foregoing, there is no guarantee of minimum hours of overtime.

11:13 Employees will be paid an additional fifty cents (50¢) per hour for working on the 1600 hours to 2400 hours shift, and the 2400 hours to 0800 hours shift. The fifty cents (50¢) premium will also be paid for shifts of which one-half (1/2) overlaps the above-noted shifts. **Shift differential will increase from \$0.50/hour to \$0.55/hour effective first full pay period following signing; and \$0.60/hour effective June 17, 2023**

ARTICLE 12 - HOLIDAYS

12.01 All employees, not on lay-off, leave of absence without pay or WorkplaceNL, shall be entitled to the following paid holidays:

- (a) New Year's Day
- (b) Good Friday
- (c) Victoria Day
- (d) Canada Day
- (e) Regatta Day
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Remembrance Day
- (i) One-half ($\frac{1}{2}$) day for Christmas Eve and New Year's Eve providing these days fall on an employee's scheduled working day.
- (j) Christmas Day
- (k) Boxing Day

For the purposes of this article, a day shall be seven (7) hours for office workers and eight (8) hours for plant workers.

12.02 (a) If any of the above-mentioned days falls on a Saturday or Sunday, the day proclaimed in its stead shall be observed.

(b) In order to qualify for the above-mentioned holidays, the employee must have worked the scheduled day before and the scheduled day following the holiday. Under no circumstances will an employee be laid off to avoid payment for the holiday.

12.03 An employee who is required to work on any of the above-mentioned holidays shall receive, in addition to their regular rate, pay at one and one-half ($1\frac{1}{2}$) times their regular rate.

12.04 When a calendar day designated as a holiday under this Article coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a later date to be mutually agreed with the Plant Manager, or pay for one (1) day in lieu thereof.

Where the aforementioned one (1) day off in lieu is not granted within two (2) months after the holiday in question the employee will be paid accordingly, unless mutually agreed otherwise between the employee and the Plant Manager.

In the case of Clerical Staff, such shall be mutually agreed with the Chief Financial Officer, and in the case of Sales Staff, the Sales and Marketing Manager.

12.05 When a calendar day designated as a holiday under this Article coincides with an employee's day of rest, and the employee is required to work on that day, the employee shall receive two (2) hours pay for each hour worked on that day. In addition, the employee shall receive one (1) hour off for each hour worked at a later date to be mutually agreed with the Plant Manager, or shall receive pay accordingly.

Where such time off is not granted within two (2) months after the holiday in question, the employee will be paid accordingly, unless mutually agreed otherwise between the employee and the Plant Manager.

ARTICLE 13 - COMPASSIONATE LEAVE

13.01 Subject to Clause 13.02, an employee shall be entitled to compassionate leave with pay as follows:

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, or any relative living in the same household, three (3) continuous working days;
- (b) **In the case of the death of a brother-in-law, sister-in-law, niece or nephew one (1) work day;**
- (c) **For the purpose of attending the funeral or memorial service of an aunt or uncle, one (1) day.**

13.02 If the death of a relative referred to in Clause 13.01 (a) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) continuous working days for the purpose of attending the funeral.

13.03 (a) In cases where extraordinary circumstances prevail, the Company may, at its discretion, grant special leave for bereavement up to a maximum of two (2) days in addition to that provided in Clauses 13.01 and 13.02.

- (b) In cases of cremation where the burial is held on a day following the funeral service, an employee shall be entitled to one (1) of the special leave days as provided for in Clause 13.03 (a).

13.04 Payments for leave under Clauses 13.01 and 13.02 and 13.03 will be made only in respect of absence from work on the regular workdays of an employee.

13.05 If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.

ARTICLE 14 - VACATION

14.01 Vacation entitlement will be based upon service computed in the year in which the vacation is taken.

14.02 Temporary employees shall, upon employment, be given an option with respect to annual leave as follows:

- (a) Subject to Clause 14.07, to carry over any unused annual leave which they may have to their credit at the end of their employment period.
- (b) To receive payment for annual leave on a regular basis throughout their employment, or,
- (c) To receive payment for annual leave at the end of the employee's employment term.

It shall be the responsibility of the employee to advise the Company in writing within two (2) weeks of employment as to which option is to be exercised. If no option is exercised, the Company will apply option (b) above.

14.03 (a) Employees with less than two (2) years of service shall accrue vacation entitlement at the rate of five-sixths ($\frac{5}{6}$) days per month (maximum 10 days);

(b) Employees with more than two (2) years of service but less than ten (10) shall accrue vacation entitlement at the rate of one and one-quarter days ($1 \frac{1}{4}$) per month (maximum 15 days);

(c) Employees with more than ten (10) years of service but less than twenty (20) shall accrue vacation entitlement at the rate of one and two thirds ($1 \frac{2}{3}$) days per month (maximum 20 days);

- (d) Employees with more than twenty (20) years of service but less than thirty (30) years service shall accrue vacation entitlement at the rate of two and one twelfth ($2 \frac{1}{12}$) days per month (maximum 25 days);
- (e) Employees with more than thirty (30) years of service shall accrue vacation entitlement at the rate of two and one half ($2 \frac{1}{2}$) days per month (maximum 30 days).
- (f) For (a), (b), (c), (d) and (e) above the increment will occur in the year that the employee's service reaches the incremental threshold;
- (g) The Company may allow the employee to anticipate vacation to the end of the year concerned in (a), (b), (c), (d) and (e) above;
- (h) Subject to Article 14.10 [**See also LOU Number 13**], employees shall be allowed to take their full amount of accumulated vacation in one period without interruption unless otherwise mutually agreed;
- (i) The current practice in relation to the accumulation of a year of service with respect to permanent, temporary and part-time employees will continue.
- (j) For the purposes of this article a day shall be seven (7) hours for office workers and eight (8) hours for plant workers.

14.04 Subject to the demands of business, vacation may be granted at any time but the Company agrees to endeavor to grant vacations at times requested by employees with senior employees having preference.

- 14.05
- (a) Employees will be required to advise the Company in writing prior to March 15 of each year of the period of vacation requested in that calendar year.
 - (b) Each Department shall post a vacation schedule prior to April 15th [**See also LOU Number 13**] of each year indicating the vacation periods approved for those employees who submitted a request in accordance with Clause 14.05 (a). Those employees who did not request vacation in accordance with Clause 14:05 (a) will be granted vacation based on operational requirements.
 - (c) Subject to the operational requirements, vacation requests of a short duration shall be awarded if the employee provides the Company with a minimum twenty-four (24) hours notice.

- 14.06 If any of the holidays mentioned in Clause 12.01 falls within an employee's vacation period, the employee shall have their vacation extended accordingly or be granted a compensatory day off at a later date or be remunerated in accordance with Article 10.
- 14.07 (a) Any employee may carry forward to another year any portion of annual vacation not taken by the employee in previous years up to a maximum of four (4) weeks excluding current annual vacation entitlement.
- (b) Employees prevented from taking annual leave as a result of being on extended sick leave or WorkplaceNL benefits shall be permitted to carry forward additional days.
- 14.08 When an employee is required to work during their vacation, they shall receive pay of double time (2X). Hours worked while on vacation shall not be deducted from the employee's vacation credits.
- 14.09 Substitution for Vacation
- (a) An employee who qualifies for sick leave under Article 28 while on vacation may change the status of their leave to sick leave effective the date of notification to the Company. The employee shall submit on their return to duty a certificate stating the total period during which they qualified for sick leave.
- (b) In the case of an employee who is admitted to hospital while on annual leave, they may change the status of their leave to sick leave with effect from the date they were admitted to hospital.
- (c) The period of vacation so displaced in Clauses 14.09 (a) and (b) shall be reinstated for use at a later date to be mutually agreed.
- 14.10 Employees will only be permitted to take a maximum of three consecutive weeks' vacation from June 15 to September 15. This provision may be altered if the employee and the Employer agree, subject to no other employee being adversely affected. **[See also LOU Number 13]**

ARTICLE 15 - REPORTING FOR DUTY

- 15.01 Any employee covered by this Agreement who has been called from layoff and upon reporting for duty is informed that their services are not required shall receive four (4) hours pay at the rate applicable to the position for which they were recalled. The minimum shall be five (5) hours on a ten (10) hour shift.

ARTICLE 16 - ARRANGEMENT OF WORK FORCE

- 16.01 Persons whose jobs are not in the bargaining unit shall not perform work normally done by an employee in the bargaining unit except for the purpose of instruction, experimenting, emergencies or when regular employees are not ready, willing and able to perform the required work. See Letter of Understanding No. 6 attached.
- 16.02 (a) The Company agrees to provide continued employment for permanent (131) employees who would otherwise become redundant because work is contracted out.
- (b) A list of the one hundred and thirty-one (131) permanent employees will be established in consultation with the Union and posted within thirty (30) days of signing of the agreement. Revisions will be posted as required.

ARTICLE 17 - CALLBACK

- 17.01 Any employee who, after leaving the premises of the Company is called back to work, shall receive a minimum of three (3) hours pay at time and one-half ($1\frac{1}{2}$) their regular rate of pay. The minimum shall also be applicable in instances where the recall is contiguous to the employee's working schedule. Employees will not be required to do regular work to fill in for the recall.

17.02 Transportation Expenses - Payable

When an employee is recalled to work, they shall be paid the cost of transportation to and from their place of work at the appropriate mileage (km rate) or a minimum of ten dollars (\$ 10.00) for each callback. Taxi fares will be reimbursed up to twenty dollars (\$20.00) return with receipts.

ARTICLE 18 - WORKERS' COMPENSATION

- 18.01 An employee who is unable to perform their duties because of a personal injury received in the performance of their duties, shall be covered by the provisions of the **Workplace Health, Safety and Compensation Act**.

- 18.02 It shall be the responsibility of both the Company and the employee to ensure that all documentation required by WorkplaceNL for the processing of the claim for injury on duty is provided to WorkplaceNL within a reasonable period of time after the date of injury.
- 18.03 The Company will allow employees to accrue benefits, excluding sick leave, for up to six (6) months for any one period of disability. Such accrued benefits would only be payable upon an employee's active return to work.
- 18.04 (a) The Company and the Union will make every reasonable effort to accommodate injured workers back into their workplace in accordance with Schedule B (Early and Safe Return to Work), the Workplace Health, Safety and Compensation Act, and the Human Right's Act, with the understanding that this will not result in any additional cost to the Company. Furthermore, any injured employee who has been deemed by WorkplaceNL as never being able to return to work in their pre-injury position or any other position including any possible accommodation available within the Company, will lose all rights under the Collective Agreement except as provided for in 18.04 (b).
- (b) Effective from the signing date of this Agreement and on a go forward basis, those employees affected by the deeming decision referred to in 18.04 (a) and who are in receipt of a waiver of premium for Life Insurance and LTD, shall have the right to maintain their health and dental insurance coverage through direct payment of one hundred percent (100%) of the premiums while in receipt of EEL benefits.

ARTICLE 19 - PROBATION

- 19.01 New employees shall be required to serve a ninety (90) day probationary period commencing on the date of employment. Such employees may be dismissed during this period for reasons of unsuitability or incompetence, as assessed by the Company, without recourse to the Grievance or Arbitration Procedure(s).
- 19.02 Upon successful completion of the probationary period, employees shall receive credit for seniority from the date of employment.

- 19.03 If a probationary employee is promoted during their probation period, the following conditions apply:
- (a) All promotions shall be on a conditional basis for a period of ninety (90) days commencing on the date on which the new position is assumed.
 - (b) If, during the conditional promotion period, referred to in Clause 19.03 (a), it is determined that an employee is not able to continue in the position due to incompetence or unsuitability, as assessed by the Company, or as the result of the decision of an arbitration board relating to the promotion, then the employee shall be reinstated in their former position as if no promotion had been made.
 - (c) Any other employee who had changed their position as a result of the promotion referred to in Clause 19.03 (a) and who must be returned to their former position in order to provide for the re-instatement referred to in Clause 19.03 (b) shall be reinstated in their former position as if no changes had occurred.

ARTICLE 20 - SENIORITY

- 20.01
- (a) The Employer agrees in cases of promotion inside the bargaining unit where employees possess the requisite qualifications and ability, seniority shall be the governing factor.
 - (b) When a vacancy occurs or a new position is created within the bargaining unit, and the Company determines that the position is to be filled, then the Company shall post notices of the position in accessible places on the Company's premises for a period not less than five (5) days. Copies of such notices will be supplied concurrently to the Local Secretary.
 - (c) Upon request, an unsuccessful applicant for a job vacancy will be informed of the reason why they were unsuccessful and the name and classification of the successful applicant.
 - (d) The successful applicant shall be placed on trial for a period of sixty (60) days. Conditional on satisfactory service, the Company shall confirm the employee's appointment after the period of sixty (60) days. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to the position held with the same wage or salary and without loss of seniority. The Employee shall have a four-week period following commencing

work in the position to determine whether they wish to continue in the position. In either case, any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

The trial period may be extended by mutual consent of the parties if it has been determined that additional time is needed to train and assess the performance of the employee.

- (e) Promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for such qualifications prior to filling of a vacancy, and indicates so in their application. Such employee will be given an opportunity to qualify within a reasonable length of time not exceeding two (2) months, with such period subject to extension by mutual consent, and to revert to their former position if the required qualifications are not met within such time. **This provision shall only be operative if the applicant is presently legally permitted to perform the duties associated with the position.**

20.02 Vacancies within the bargaining unit shall, as far as possible, be filled from within the ranks of the employees currently on the payroll provided these are employees with the necessary qualifications and ability.

20.03 (a) In the event of lay-off, those employees affected by the lay-off shall be laid off in reverse order of seniority provided those employees being retained have the required qualifications to perform the work available.

(b) Shop stewards shall have super-seniority, provided that the Shop Steward(s) retained is capable of performing the work available. Where one or more Shop Stewards must also be laid off, the order of lay-off shall be on the basis of actual seniority with the Company.

(c) Should the Employer, due to a change in operations, require the elimination of a position(s), then associated layoffs will follow the following process:

- (i) If the affected position(s) are in the plant operations, then the junior employee(s) in the plant will be laid off and shall have the option of accepting the layoff or bump a less senior employee in the office, provided the employee is qualified and able to perform the duties of the position.

- (ii) If the affected position(s) are in the office, the junior employee(s) in the office will be laid off and shall have the option of accepting the layoff or bump a less senior employee in the plant, provided the employee is qualified and able to perform the duties of the position.

- 20.04 When the work force is to be increased, the order of recall shall be in the reverse order to that of lay-off, provided that employees subject to recall on the basis of seniority are capable of performing the required tasks.

- 20.05 The seniority of employees shall be considered broken, all rights forfeited and there shall be no obligation to rehire when the employee:
 - (a) Voluntarily leaves the service of the Company
 - (b) Is dismissed for cause
 - (c) Fails to return to work when recalled within the period specified in the notice after having been given notice of recall. It is the employee's obligation to keep address and phone number current with the Company
 - (d) Is on layoff for a period of eighteen (18) months
 - (e) Applies for and is accepted for a management or non-bargaining unit position and occupies that position for a period in excess of twelve (12) continuous months. Should the employee return to the bargaining unit and wish to take another appointment to a management position or non-bargaining unit position, they must have been back in the bargaining unit for at least six (6) continuous months from the date of termination of their previous non-bargaining unit appointment, unless otherwise mutually agreed between the parties.
 - (f) Is absent from work for a period of five (5) consecutive working days without permission from the Company.
 - (g) "Does not accept work when called on more than two (2) separate occasions in any thirty (30) day period without just cause."

- 20.06 Any employee with seniority who is transferred from their regular job due to reduction in staff shall have the right to request a transfer to their regular job when the staff is increased. Such a request shall be granted as soon as a satisfactory replacement can be found to take their place.

- 20.07 If an employee with seniority desires to transfer to another department he may submit a written application to the Plant Manager. If a vacancy occurs, consideration will be given in order of seniority provided that the employees possess the requisite qualifications.
- 20.08 Before February 1st of each year, the Company shall post on bulletin boards a list showing name, classification, date of entry into the Company, or adjusted seniority date, if applicable, and rate of pay for all employees. A copy of the list shall also be sent to the Office of the Union (NAPE). Employees shall have thirty (30) calendar days from date of posting to dispute the seniority list. If, after a thirty (30) day period a dispute arises, the correction will be made for future decisions but will not affect decisions previously made.

ARTICLE 21 - TIME OFF FOR UNION BUSINESS

- 21.01 Upon written request by the Union, leave with pay shall be awarded to an employee as follows:
- (a) In the case of an employee who is an elected delegate of a recognized Local of the Union and who is required to attend the Biennial Convention of the Union, the Newfoundland and Labrador Federation of Labour and Component Convention within the Province; leave with pay not exceeding three (3) days in any year for each of the above Conventions except that where a Component Convention and the Biennial Convention are held in the same year, leave with pay not exceeding two (2) days may be awarded for the purpose of attending the Component Convention.
 - (b) In the case of an employee who is a delegated representative and who may wish to attend meetings of the Canadian Labour Congress or National Union of Provincial Government Employees, leave with pay not exceeding five (5) days in any one year. The Company may grant additional leave without pay for this purpose.
 - (c) Special leave with pay shall be awarded to Shop Stewards of the Union not to exceed one (1) day per year for the purpose of attending educational seminars.
 - (d) Total number of days in (a), (b) and (c) above shall, in any year, not exceed one hundred and sixty (160) hours.
- 21.02 (a) In the case of an employee who is a member of the Provincial Board of Directors of the Union and who is required to attend

meetings of the Union, leave without pay for up to ten (10) days per year.

- (b) Additional days without pay for Union business may be given at the discretion of the Company.

21.03 Employees who are members of the Grievance Committee shall not lose pay for attendance at meetings with the Company for the purpose of discussing grievances, provided that such employees first obtain permission from their Foreperson to be absent from their regular duties and such permission will not be unreasonably withheld.

21.04 The Company agrees to recognize the Union appointed Shop Stewards whose names shall be communicated to the Company as soon as possible after their appointment.

21.05 The Company shall grant, on request, leave without pay for a period not exceeding one (1) year to an employee selected or elected for a full-time position with the Union without loss of accrued benefits. Employees may not accrue any benefits, other than seniority, during such period of leave without pay. The Company shall, on written request, extend the period of leave without pay.

21.06 With the approval of the Plant Manager, leave with pay shall be awarded to employees who are members of negotiating committees while they are attending negotiating sessions on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit and shall not, in any event, exceed four (4) employees unless mutually agreed otherwise. The union shall notify the Plant Manager of the employees affected prior to the commencement of negotiations and employees shall in all instances give notice of absences from work to the Plant Manager, and such notice shall be given as far in advance as possible.

ARTICLE 22 - REST PERIODS

22.01 (a) The Company agrees to grant rest periods of fifteen (15) minutes each during the morning and afternoon shifts, providing the working time of the shift exceeds two and one-half (2 1/2) hours. An additional five (5) minute clean-up period shall be allowed with each rest period.

- (b) For ten (10) hour shifts, the Company agrees to grant rest periods of twenty (20) minutes each during the morning and afternoon shifts, providing the working time of the shift exceeds two and one-half (2 1/2) hours. An additional five (5) minute

clean-up period shall be allowed with each rest period.

- 22.02 A rest period of 15 minutes plus five (5) minutes clean-up shall be granted in overtime, provided the overtime shift exceeds two (2) hours.
- 22.03 The Company retains the right to stagger rest periods so as to maintain production.

ARTICLE 23 - SAFETY AND HEALTH

- 23.01 The Company shall make reasonable provisions for the safety and health of employees during the hours of their employment. Protective devices on machinery or the devices deemed necessary to properly protect employees from injury shall be provided by the Company.
- 23.02 The Occupational Health and Safety Committee shall consist of at least two (2) members of the Union and two (2) representatives of the Company, and the Minutes of all safety meetings will be sent to the Occupational Health and Safety Division of the Department of Labour.
- 23.03 All employees, on their anniversary date, must undergo a yearly medical examination as required by the Company and consisting of a chest x-ray and blood test to be provided at no cost to the employee.
- 23.04 An employee who is a regular member on the Occupational Health and Safety Committee, as per Clause 23.02, shall be granted leave of absence, depending on operational requirements, with pay not to exceed two (2) days per annum to attend Provincial and Union Occupational Health and Safety Conferences. The total maximum days for the Safety Committee shall not exceed twelve (12) days in any one year.

ARTICLE 24 - TEMPORARY ASSIGNMENT

- 24.01 When an employee is temporarily assigned to fill a classification for which they are paid a higher rate than their own, they shall be paid for the higher rated classification.
- 24.02 When an employee is temporarily assigned to fill a classification for which they are paid a lower rate than their own, they shall retain their own rate.

- 24.03 The provisions of this Clause shall not apply in respect of a promotion or demotion.
- 24.04 Temporary assignments inside the bargaining unit shall be on the basis of seniority, provided that the senior employee meets the required standards for the position and is capable of performing the work. Temporary assignments to lower positions will not be done in an unreasonable manner.
- 24.05
- (a) No employee shall be temporarily assigned outside the bargaining unit without their consent. An employee who is temporarily assigned outside the bargaining unit may return to the bargaining unit subject to giving the Company two (2) weeks' notice.
 - (b) Employees who are temporarily assigned outside the bargaining unit shall continue to accumulate seniority and have access to the Grievance Procedure as if they were still covered by this Agreement.
 - (c) Employees who are temporarily assigned outside the bargaining unit shall continue to pay Union dues.
 - (d) Should an employee be temporarily assigned outside the bargaining unit, it can only be for up to twelve (12) consecutive months. Once the twelve (12) months are up, the employee must return to the bargaining unit for at least six (6) months before they can take another temporary assignment, unless otherwise mutually agreed between the parties. It shall be the Employer's responsibility to track the time and notify the employee of their status.
- 24.06 Temporary assignments to vacant positions shall not exceed sixty (60) days.

ARTICLE 25 - TRAVEL ON COMPANY'S BUSINESS

- 25.01 For each full day on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities shall be as follows:
- | | | |
|----|----|---------------|
| \$ | 10 | for breakfast |
| \$ | 13 | for lunch |
| \$ | 22 | for dinner |
| \$ | 45 | per day |
- 25.02 Employees who are authorized to use their own vehicles while traveling on business for the Company shall be reimbursed forty cents (40¢) per kilometer.
- 25.03 For travel on the Company's business for less than one (1) day which

is in excess of fifteen (15) miles from Country Ribbon Inc., Pleasantville, and place of residence, they shall be compensated in accordance with Clause 25.01 as follows:

- (a) Breakfast - provided the employee is required to leave on such business before 7:00 a.m.;
- (b) Lunch;
- (c) Dinner - provided the employee returns to their headquarters after 7:00 p.m.

25.04 Where an employee is required by the Employer to attend training or seminars outside the Plant, lunch will be supplied providing that the training or seminar overlaps the normal lunch hour period (1200 hours to 1300 hours). **Where lunch is provided, no claim for a meal allowance is available in respect of that meal period.**

ARTICLE 26 - UNION NOTICES

26.01 During the life of this Agreement, the Company agrees to permit Union Officers, who are employees of the Company to post notices of Union meetings or of other matters of interest to Union members upon a bulletin board to be set up by the Company in a suitable place in the Plant, provided all such notices are to be first approved by the Plant Manager. The Union agrees to refrain from distributing any other notices or publications upon the Company's premises, or any approaches to the Plant except in agreement with the Plant Manager.

ARTICLE 27 - TOOLS AND CLOTHING

- 27.01
- (a) Launderable outer work clothing, aprons, required gloves, head coverings, hair nets, protective eyewear, all knives, steels and scabbards, rubber sleeves and sleeve guards, and other personal protective equipment as specified and required by the Company for work in each Department will be provided by the Company.
 - (b) For part-time employees and permanent employees who have served their probationary period, the Company will provide appropriate safety footwear where necessary. During the probationary period, costs for footwear will be deducted from the employee's pay cheque. The employee will be reimbursed for the cost of such footwear upon the successful completion of their probationary period.
 - (c) For temporary and student employees, the Company will provide the appropriate safety footwear where necessary and the cost of such footwear will be deducted from the

employee's pay cheque. If the employee is retained for the full period of employment, the cost of footwear will be rebated on the last cheque.

- 27.02 Launderable outer work clothing, specified by the Company as required for work in the Plant, will be provided by the Company.
- 27.03 Clothing and Equipment supplied by the Company shall remain the property of the Company and must be returned for new issue or upon separation of the employee. Clothing and/or equipment not returned when worn out or upon separation will be paid for by the employee.

ARTICLE 28 - SICK LEAVE

28.01 Sick Leave Defined

Sick leave means a period of time that an employee has been permitted to be absent from work by virtue of being sick, disabled, quarantined or because of an accident for which compensation is not payable under the Workplace Health and Safety Compensation Act.

28.02 Paid Sick Leave

- (a) An employee is eligible to accumulate sick leave with full pay at the rate of four (4) hours for each month of service.
- (b) The maximum number of hours of paid sick leave which may be awarded to an employee during any year shall not exceed forty-eight (48) hours. "There shall be no carryover, however, employees shall be paid in the form of a bonus for one hundred percent (100%) of their unused sick leave at the end of the year. The bonus shall be paid on the first pay day in December. This does not include student employees.
- (c) Should an employee require sick leave after the payout in (b) has occurred, the employee shall have the right to draw down on sick leave from the next year's anticipated bank. It is understood that any leave taken under this provision will have to be paid back by the employee should the employee leave the service of the Employer for any reason.

28.03 Deductions From Paid Sick Leave

A deduction shall be made from accumulated paid sick leave for all scheduled working hours absent for sick leave.

- 28.04 (a) Sick leave in excess of three (3) consecutive days or six (6)

days in the aggregate in any year shall not be awarded unless the employee has submitted in respect thereof a medical certificate acceptable to the Company.

- (b) An employee shall have the option of being attended by a doctor of their choice and under no circumstances will an employee be penalized in any way by the Company for exercising their option of being attended by their personal physician.

28.05 Sick Leave During Leave of Absence and Lay-off

An employee on special paid leave of absence shall receive paid sick leave credit for the period of such absence on their return to work. When an employee is laid off they shall not receive paid sick leave credits for the period of such absence but shall retain their accumulative credit, if any, existing at the time of such lay-off.

- 28.06 When an employee has used the maximum of paid sick leave which may be awarded to the employee in accordance with this Agreement, he may elect, if they are still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if they are eligible to receive such leave and if not, on special leave without pay. Medical certificates shall be submitted as required by the Company.

28.07 Paid Sick Leave During Special Leave Without Pay

An employee on special leave without pay in excess of twenty (20) days in total in the calendar year, shall not accumulate paid sick leave during such period of special leave without pay.

28.08 Paid Sick Leave Credits for the First and Last Month of Employment

For the purpose of this Article, an employee who receives full salary or wages in respect of fifty percent (50%) or more of the working days in the first or last calendar month of their service computed in full or half (1/2) days shall, in each case, be deemed to have had a month of service.

ARTICLE 29 - GROUP INSURANCE AND PENSION PLANS

- 29.01 The Company agrees to continue the group insurance plan presently in effect or a plan of similar cost.
- 29.02 Employees enrolled in the insurance plan shall have the right to continue coverage during periods of temporary layoff and leave of absence through direct payments of 100% of the premiums of the insurance plan.
- 29.03 Effective from the signing date of this Agreement and on a go forward basis, employees who are in receipt of Long Term Disability (LTD) benefits from the Employer's group insurance provider and are in receipt of a waiver of premium for Life Insurance, shall have the right to maintain their health and dental insurance coverage through direct payment of one hundred percent (100%) of the premiums while in receipt of LTD benefits.
- 29.04 The Company and the Union agree to **continue** the **existing** Employment Insurance Sub Plan.
- 29.05 The Company agrees to maintain with effect to the date of signing of this Agreement, a defined contribution Pension Plan requiring matching contributions from the Company and employees of five percent (5%) of base pay, subject to understanding that the current Plan carries into the maintained Plan.

ARTICLE 30 - MATERNITY LEAVE / ADOPTION LEAVE / PARENTAL LEAVE

- 30.01 (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
- (b) An employee is entitled to a maximum of **seventy-eight (78)** weeks' leave under this Clause. However, the Company may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- 30.02 (a) An employee may return to duty after giving the Plant Manager two (2) weeks notice of their intention to do so.
- (b) The employee shall resume their former position and salary upon return from leave, with no loss of accrued benefits.
- 30.03 (a) Periods of leave up to **seventy- eight (78)** weeks shall count for seniority purposes, annual leave and step progression.

(b) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premium to a maximum of **seventy-eight(78)**. Where the employee opts to continue to pay premiums, the Company will also pay its share of the premiums.

30.04 An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.

30.05 While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through the Human Resources Division.

ARTICLE 31 - PERSONAL FILES

31.01 An employee shall, at any reasonable time, be allowed to inspect their personal file and may be accompanied by a representative of the union, if they so desire. Copies of any document on their personal file will be granted upon request.

31.02 A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy.

31.03 Any such document shall be removed and discarded after the expiration date of twelve (12) months excluding time off from WorkplaceNL and Short and Long Term Disability and layoff from the date it was placed in the employee's file, provided there has not been a recurrence of similar incidents during that period. The Company shall be responsible to see that any such document is removed.

31.04 In exceptional circumstances where an employee is incarcerated, confined to a bed or hospital or removed by a distance where return would be impractical, the employee may give written permission for a representative of the Union to inspect their file for the purpose of investigating a grievance.

ARTICLE 32 - SPECIAL LEAVE

32.01 Unpaid Leave

Upon written request, an employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled to up to a maximum of twelve (12) months unpaid leave for each two (2) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid leave an employee will have under this clause is eight (8) weeks. An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside a bargaining unit.

32.02 Where the Company requires an employee to take advanced or supplementary courses, the employee shall be awarded leave with pay, where required, under such terms and conditions as the Company may prescribe.

- 32.03 (a) Subject to Clause 32:03 (b) and (c), where no one other than the employee can:
- (i) attend to the temporary care of a sick family member living in the same household;
 - (ii) attend to the temporary care of the employee's sick mother, father, or dependent child, not necessarily living in the same household;
 - (iii) attend to the needs relating to the birth of an employee's child;
 - (iv) accompany a dependent family member living in the same household on a medical appointment or emergency dental appointment;
 - (v) attend to the needs relating to the adoption of a child; and
 - (vi) attend to the needs related to home or family emergencies related to the employee's primary residence.

Such employee may be awarded up to three (3) paid family leave days in any calendar year. The Employer agrees that such request will not be unreasonably denied. For the purposes of this article, a day shall be seven (7) hours for office workers and eight (8) hours for plant workers.

- (b) In order to qualify for family leave, the employee shall:
 - (i) Provide as much notice to the Employer as reasonably possible;
 - (ii) Provide to the Employer valid reasons, supported by documented evidence, why such leave is required; and
 - (iii) Where appropriate, and in particular with respect to (ii) and (iv) of Clause 32.03 (a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave subject to Article 13.

ARTICLE 33 - DISCRIMINATION

33.01 The Company agrees that there shall be no discrimination with respect to any employee in any matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, assignment of work or otherwise by reason of age, **disability, disfigurement**, race, colour, **ethnic origin, social origin, religious** creed, **religion**, nationality, political opinion, sex, **sexual orientation, gender identity, gender expression**, marital status, **family status, source of income** nor by reason of their membership or activity in the Union.

ARTICLE 34 - STATE OF EMERGENCY

34.01 The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Company or by the appropriate provincial or municipal authority:

All employees scheduled to work shall be deemed to be on duty during the period of closure, with the exception of those employees designated by the Company as employees performing an essential service.

Those employees designated by the Company as employees who perform an essential service shall, where possible, be supplied transportation to their place of work and return by the Company.

- 34.02 Where the Company provides transportation and the employee refuses to report to duty, they shall be subject to disciplinary action.
- 34.03 Those employees referred to in Clause 34.01 above who are on special leave with or without pay immediately preceding the declaration of the state of emergency, will be deemed to be on special leave with or without pay, as the case may be, during the period so declared an emergency.
- 34.04 The Plant Manager shall endeavor to designate those employees referred to in 34.01 previous to the declared state of emergency however the Plant Manager may require any employee to report for duty during any period declared an emergency.
- 34.05 In the event that employees are sent home by the Company during adverse weather conditions where a state of emergency is imminent, such employees shall not suffer any loss of wages during such period.

ARTICLE 35 - LABOUR MANAGEMENT COMMITTEE

35.01 Establishment of Committee

A Labour Management Committee shall be established at the plant consisting of three (3) representatives of the Union and an equal number of representatives of the Company. The numbers may be reduced by mutual agreement between the parties. The Company shall be duly notified in writing as to the names of the Union representatives selected.

35.02 Function of Committee

The Committee shall concern itself with the following general matters:

Promoting safety and sanitary practices;

Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);

Other problems and matters of mutual interest which affect the relationship that are not properly the subject matter of a grievance or negotiations.

35.03 Meetings of Committee

The Committee shall meet at least once each month, at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent. The Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

35.04 Chairman of the Meeting

Meetings of the Committee shall be chaired alternately by local representatives of the Union and the Company.

35.05 Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared and signed by the Chairman and Vice-Chairman as promptly as possible after the close of the meeting. The Chairman and the Vice-Chairman shall each receive four (4) copies of the minutes within three (3) days following the meeting.

35.06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other committee of the Union or of the Company and does not have the power to bind either the Union or its members or the Company to any decisions or conclusions reached in its discussion. The Committee shall have the power to make recommendations to the Union and the Company with respect to its discussions and conclusions.

ARTICLE 36 - AMENDMENT BY MUTUAL CONSENT

36.01 It is agreed by the parties to this Agreement that any provisions in this Agreement other than the Duration of Agreement may be amended or altered by mutual consent of the Company and the Union.

ARTICLE 37 - DURATION OF AGREEMENT

- 37.01 This Agreement shall be effective from date of signing and remain in full force and effect until **June 16, 2024** and thereafter from year to year, unless either party gives notice in writing of termination of or amendment of not more than sixty (60) days and not less than thirty (30) days prior to the date of expiration.
- 37.02 During the period of negotiation resulting from any of the provisions above, this Agreement shall remain in full force and effect.
- 37.03 In signing this Agreement, the parties hereto recognize that no rigid rules can of themselves secure mutual cooperation which both parties agree is essential alike to welfare of the business and to that of the employees. It is, therefore, of paramount importance to all concerned that the spirit of this Agreement be followed as faithfully as the written terms.

With this in mind, the parties hereto pledge their best endeavor to carry out the provisions of this Agreement in a spirit of good will, tolerance and understanding.

ARTICLE 38 - PAY PERIOD

- 38.01 The Company agrees to pay employees on a weekly basis. Thursday of each week will be recognized as payday, and employees shall receive their pay not later than 12:00 noon.

Employees who work the 1600 to 2400 shift or 2400 to 0800 shift on Wednesday evening and Wednesday night shall be provided with their pay before completion of the shift, provided the payroll is available.

ARTICLE 39 - TECHNOLOGICAL CHANGE

- 39.01 Before the introduction of any technological change or new method of operation which reduces the number of permanent employees below one hundred and thirty-one (131), the Company shall notify the Union and discussions with respect to the impact of the change will be conducted within twenty-one (21) days of such notification.
- 39.02 In the event that the Company should introduce new methods or machines which require new or greater skills than are possessed by the affected employees under the present method of operation, such employees shall, at the expense of the Company, be given a reasonable period of time, in the opinion of the Company, during

which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any employees.

- 39.03 An employee who is displaced from their job by virtue of technological change or new method of operation will be given the opportunity to fill available vacancies provided they have the required ability and qualifications.
- 39.04 An employee who is displaced from their job as a result of technological change or new method of operation and is employed in another position pursuant to Clause 39.03 or Clause 20.04 will have their salary established at a point on the new pay scale in accordance with the involuntary demotion procedure.
- 39.05 Employees who are not retrained or assigned other positions in accordance with this Article will be laid off.

ARTICLE 40 - TERMINATION OF EMPLOYMENT

- 40.01 In case of lay-off or termination other than for cause, then (10) days notice shall be given to all employees whose services are to be terminated or pay for the number of days that the period of notice is less than ten (10).
- 40.02 Employees shall give the Company ten (10) days written notice of intention to terminate their employment.
- 40.03 Annual leave shall not be used as any part of the period of notice referred to in this Article.
- 40.04 Periods of notice may be reduced or eliminated by mutual consent of the employees and Company.
- 40.05 Upon termination of service, an employee may receive pay for all their current annual leave, sick leave not taken by them prior to the date of termination of their service plus pay for their accrued annual leave days not taken by them prior to the date of termination plus any salary due to them, provided that any indebtedness to the Company may be deducted from such pay.

ARTICLE 41 - DISCIPLINE

- 41.01 An employee who is suspended or dismissed shall be provided with written notification within five (5) days of an oral notification which shall state the reason or reasons for such a suspension or dismissal.
- 41.02 Where the Company deems it necessary to censure an employee in writing such a reprimand shall be given to the employee within five (5) days of the incident which gave rise to the reprimand. The reprimand shall contain the reason or reasons for the written warning. If this procedure is not followed, such reprimand shall not become a part of their record for use against them at any time.
- 41.03 An employee who has completed their probationary period may only be dismissed for just cause.
- 41.04 Grievances alleging unjust discipline as it relates to demotion, suspension or discharge will be dealt with by a sole arbitrator, if referred to arbitration.
- 41.05 Employees shall have the right to have a Shop Steward present on all matters relating to Employer/employee relations.

ARTICLE 42 - GENERAL PROVISIONS

- 42.01 Sexual Harassment
- (a) Both the Company and the Union consider sexual harassment to be reprehensible and are committed to maintaining an environment in which sexual harassment does not exist.
- (b) The Company and the Union recognize the right of employees to work in an environment free from sexual harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment of a bargaining unit member has taken place, the Company shall take appropriate action to ensure that the sexual harassment ceases.
- The victim shall be protected from repercussions that may result from their complaint.
- 42.02 The Company agrees to discourage sexual harassment in the workplace. Both parties support the principles espoused in the Newfoundland Human Rights Code, particularly sections 10:1, 10:2, 13 and 14 and agrees to co-operate fully with any investigation with regard to a complaint by any employee in this respect.

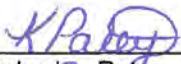
- 42.03 The Company agrees to exercise due diligence to discourage sexual harassment in the workplace and to mitigate the effects.
- 42.04 Complaints under this Article will be dealt with by the Company, the Union and the employees involved and affected with all possible confidentiality.

ARTICLE 43 - CRIMINAL OR LEGAL LIABILITY


- 43.01 The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an employee in the course of their duties, provided that the Employer is satisfied that the employee performed duties required by the Employer, and/or the employee acted within the scope of their employment.

WITNESS WHEREOF the parties hereto have executed this Agreement the 13th day of May, 2021

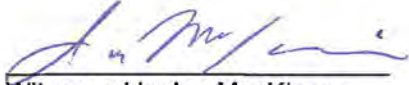
SIGNED on behalf of Country Ribbon Inc.:



Kimberley Patey

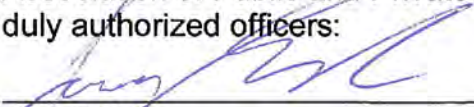


Ron Dillon



Witnessed by Ian MacKinnon


SIGNED on behalf of the Newfoundland and Labrador Association of Public and Private Employees by its duly authorized officers:




Jerry Earle



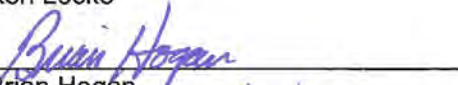
Trevor King




Barry Lawlor



Ken Locke



Brian Hogan



Catlin Windsor



Witnessed by Frank Pittman

Schedule A
Salary Scales – Effective June 17, 2020

	Step 1	Step 2	Step 3	Step 4
Accounting Clerk I	20.74	21.24	21.72	
Barn Worker	20.35	20.73	21.10	
Building Maintenance Person II	20.74	21.64	22.22	23.85
Cleaner Lead Hand	20.57	21.08	21.59	
Computer Support Assistant	23.28	24.10	24.92	
Credit/Collection Clerk	22.63	23.33	24.03	
Electrical Apprentice	21.01	21.64	22.22	23.85
Electrician I			31.40	
Equipment Operator I	19.75	20.17	20.59	
Equipment Operator II	20.07	20.53	20.99	
Equipment Operator III	20.75	21.33	21.88	
HACCP Assistant	20.75	21.33	21.88	
Industrial Electronics Technician			31.40	
Machinery Maintenance Person I	21.01	21.64	22.22	23.85
Meat Processor I	19.15	19.52	19.88	
Meat Processor II	20.35	20.73	21.10	
Meat Processor/Lead Hand	21.01	21.64	22.22	
Millwright Apprentice	21.01	21.64	22.22	23.85
Millwright			31.4	
Millwright Lead Hand		31.82	32.5	
Payroll Clerk II	22.63	23.33	24.03	
Poultry Grader	20.57	21.08	21.59	
Poultry Plant Cleaner I	19.15	19.52	19.88	
Poultry Plant Cleaner II	19.74	20.11	20.48	
Poultry Worker	19.15	19.52	19.88	
Poultry Worker II	19.35	19.73	20.10	
Poultry Worker/Lead Hand	21.50	22.08	22.63	
Power Engineer			31.40	
Power Engineer Lead Hand			32.50	
Presenter Detector	20.75	21.33	21.88	
Quality Assurance/Lab Technician	22.26	22.98	23.73	
Receiver Stockhandler	21.01	21.64	22.22	
Sales Clerk II	20.84	21.25	21.65	
Sales Clerk III	21.94	22.52	23.09	
Shipper I	19.59	20.00	20.40	
Shipper/Lead Hand	21.01	21.64	22.22	
Student	15.60			

Note: Equipment Operator II rate will be increased an additional \$0.30/hour effective the first full pay period following signing of the collective agreement.

Note: HACCP Assistant will be increased an additional \$0.30/hour effective the first full pay period following signing of the collective agreement.

Salary Scales – Effective June 17, 2021

	Step 1	Step 2	Step 3	Step 4
Accounting Clerk I	21.09	21.59	22.07	
Barn Worker	20.70	21.08	21.45	
Building Maintenance Person II	21.09	21.99	22.57	24.20
Cleaner Lead Hand	20.92	21.43	21.94	
Computer Support Assistant	23.63	24.45	25.27	
Credit/Collection Clerk	22.98	23.68	24.38	
Electrical Apprentice	21.36	21.99	22.57	24.20
Electrician I			31.75	
Equipment Operator I	20.10	20.52	20.94	
Equipment Operator II	20.72	21.18	21.64	
Equipment Operator III	21.10	21.68	22.23	
HACCP Assistant	21.40	21.98	22.53	
Industrial Electronics Technician			31.75	
Machinery Maintenance Person I	21.36	21.99	22.57	24.20
Meat Processor I	19.50	19.87	20.23	
Meat Processor II	20.70	21.08	21.45	
Meat Processor/Lead Hand	21.36	21.99	22.57	
Millwright Apprentice	21.36	21.99	22.57	24.20
Millwright			31.75	
Millwright Lead Hand			32.85	
Payroll Clerk II	22.98	23.68	24.38	
Poultry Grader	20.92	21.43	21.94	
Poultry Plant Cleaner I	19.5	19.87	20.23	
Poultry Plant Cleaner II	20.09	20.46	20.83	
Poultry Worker	19.5	19.87	20.23	
Poultry Worker II	19.7	20.08	20.45	
Poultry Worker/Lead Hand	21.85	22.43	22.98	
Power Engineer			31.75	
Power Engineer Lead Hand			32.85	
Presenter Detector	21.10	21.68	22.23	
Quality Assurance/Lab Technician	22.61	23.33	24.08	
Receiver Stockhandler	21.36	21.99	22.57	
Sales Clerk II	21.19	21.60	22.00	
Sales Clerk III	22.29	22.87	23.44	
Shipper I	19.94	20.35	20.75	
Shipper/Lead Hand	21.36	21.99	22.57	
Student	15.95			

Salary Scales – Effective June 17, 2022

	Step 1	Step 2	Step 3	Step 4
Accounting Clerk I	21.44	21.94	22.42	
Barn Worker	21.05	21.43	21.80	
Building Maintenance Man Person II	21.44	22.34	22.92	24.55
Cleaner Lead Hand	21.27	21.78	22.29	
Computer Support Assistant	23.98	24.80	25.62	
Credit/Collection Clerk	23.33	24.03	24.73	
Electrical Apprentice	21.71	22.34	22.92	24.55
Electrician I			32.10	
Equipment Operator I	20.45	20.87	21.29	
Equipment Operator II	21.07	21.53	21.99	
Equipment Operator III	21.45	22.03	22.58	
HACCP Assistant	21.75	22.33	22.88	
Industrial Electronics Technician			32.10	
Machinery Maintenance Person I	21.71	22.34	22.92	24.55
Meat Processor I	19.85	20.22	20.58	
Meat Processor II	21.05	21.43	21.80	
Meat Processor/Lead Hand	21.71	22.34	22.92	
Millwright Apprentice	21.71	22.34	22.92	24.55
Millwright			32.10	
Millwright Lead Hand			33.20	
Payroll Clerk II	23.33	24.03	24.73	
Poultry Grader	21.27	21.78	22.29	
Poultry Plant Cleaner I	19.85	20.22	20.58	
Poultry Plant Cleaner II	20.44	20.81	21.18	
Poultry Worker	19.85	20.22	20.58	
Poultry Worker II	20.05	20.43	20.80	
Poultry Worker/Lead Hand	22.20	22.78	23.33	
Power Engineer			32.10	
Power Engineer Lead Hand			33.20	
Presenter Detector	21.45	22.03	22.58	
Quality Assurance/Lab Technician	22.96	23.68	24.43	
Receiver Stockhandler	21.71	22.34	22.92	
Sales Clerk II	21.54	21.95	22.35	
Sales Clerk III	22.64	23.22	23.79	
Shipper I	20.29	20.70	21.10	
Shipper/Lead Hand	21.71	22.34	22.92	
Student	16.30			

Salary Scales – Effective June 17, 2023

	Step 1	Step 2	Step 3	Step 4
Accounting Clerk I	21.89	22.39	22.87	
Barn Worker	21.50	21.88	22.25	
Building Maintenance Person II	21.89	22.79	23.37	25.00
Cleaner Lead Hand	21.72	22.23	22.74	
Computer Support Assistant	24.43	25.25	26.07	
Credit/Collection Clerk	23.78	24.48	25.18	
Electrical Apprentice	22.16	22.79	23.37	25.00
Electrician I			32.55	
Equipment Operator I	20.90	21.32	21.74	
Equipment Operator II	21.52	21.98	22.44	
Equipment Operator III	21.90	22.48	23.03	
HACCP Assistant	22.20	22.78	23.33	
Industrial Electronics Technician			32.55	
Machinery Maintenance Person I	22.16	22.79	23.37	25.00
Meat Processor I	20.30	20.67	21.03	
Meat Processor II	21.50	21.88	22.25	
Meat Processor/Lead Hand	22.16	22.79	23.37	
Millwright Apprentice	22.16	22.79	23.37	25.00
Millwright			32.55	
Millwright Lead Hand			33.65	
Payroll Clerk II	23.78	24.48	25.18	
Poultry Grader	21.72	22.23	22.74	
Poultry Plant Cleaner I	20.30	20.67	21.03	
Poultry Plant Cleaner II	20.89	21.26	21.63	
Poultry Worker	20.30	20.67	21.03	
Poultry Worker II	20.50	20.88	21.25	
Poultry Worker/Lead Hand	22.65	23.23	23.78	
Power Engineer			32.55	
Power Engineer Lead Hand			33.65	
Presenter Detector	21.90	22.48	23.03	
Quality Assurance/Lab Technician	23.41	24.13	24.88	
Receiver Stockhandler	22.16	22.79	23.37	
Sales Clerk II	21.99	22.40	22.8	
Sales Clerk III	23.09	23.67	24.24	
Shipper I	20.74	21.15	21.55	
Shipper/Lead Hand	22.16	22.79	23.37	
Student	16.75			

SCHEDULE B - EARLY AND SAFE RETURN TO WORK

The Employer and the Union agree to be bound by the Newfoundland Human Rights Code and the Newfoundland Workplace Health Safety and Compensation Act.

The Early and Safe Return to Work (ESRTW) Procedures shall be implemented in accordance with the terms of the Collective Agreement.

The Employer and the Union agree to a joint Early and Safe Return to Work Workplace Committee.

- (a) The Committee will consist of equal representation and shall meet as often as necessary to facilitate the return to work process.
- (b) The Committee shall be co-chaired by an Employer co-chairperson and a Union co-chairperson.
- (c) The Committee members will meet with the injured employee at a mutually agreed time for the purposes of arranging an intake meeting as soon as possible after the parties receive medical notification that the employee is medically capable of returning to some form of employment.
- (d) The Committee members will work with the injured employee in order to review the employee's functional abilities.
- (e) The Committee, along with the injured worker and the health care provider, will agree on a proposed accommodation Return-to-Work plan.
- (f) The injured employee will be given appropriate time to consult with their treating health care provider and to consider the accommodation proposal.
- (g) The Committee and the injured employee, with the assistance of the health care provider, will prepare a schedule for follow up and monitoring of the employee's progress/recovery.
- (h) Follow-up meetings will be scheduled as required.
- (i) Any disputes arising out of the implementation of any part of ESRTW will be referred to the ESRTW Steering Committee.
- (j) The Committee will determine the appropriate course of accommodation with the assistance of the ESRTW Steering Committee where necessary.

The Employer and the Union agree to a joint ESRTW Steering Committee.

- (a) The Committee shall be comprised of three (3) Union representatives and three (3) Employer representatives, which shall include the ESRTW Workplace Committee Co-chairs, and a full time Union representative and the Director of Human Resources.
- (b) The Committee shall, where possible, identify suitable permanent placement in accordance with the terms of the Collective Agreement.
- (c) The Committee shall meet on a regular basis.
- (d) The Committee shall deal with any disputes arising out of the implementation of any part of ESRTW referred by the ESRTW Steering Committee.

The primary focus and initiative will be to return the employee back to their pre-injury employment. Injured employees will co-operate fully in the ESRTW Plan.

Employees who participate in an ESRTW Plan or is accommodated in other suitable or modified work on a permanent basis shall continue to remain at the pre-injury hourly wage or the wage of the new position, whichever is greater, in accordance with the provisions on red-circled employees.

The Union shall notify the Employer, in writing, the names of the ESRTW Workplace Committee members and the names of the ESRTW Steering Committee members.

- (a) A list of the names of all Committee members shall be posted.
- (b) The Employer agrees that the Union Committee representatives will not suffer any loss of wages or benefits when required to attend scheduled meetings of the ESRTW Workplace Committee or to assist in the development of an ESRTW Plan.
- (c) Requests for time off for injured employees and ESRTW Workplace Committee representatives will be co-ordinated with the supervisor through the Return to Work Co-ordinator and the Employer.
- (d) A copy of all ESRTW Plans shall be provided to the Early and Safe Return to Work Committee upon request.

LETTER OF UNDERSTANDING - NUMBER 1

Emergency Shutdown

In the event that a temporary shutdown of the Plant is necessitated by an unplanned occurrence that does not allow for the required notice period to be given to employees, then employees will suffer no loss of regular wages for the first three days of the shutdown, provided that employees co-operate in rescheduling work to minimize the cost to the Company.

For example, if the shutdown occurs on Monday, Tuesday and Wednesday, employees would agree to work Saturday and Sunday or extend the work day to make up lost production at no additional cost to the Company.

Should the emergency shutdown become a frequent occurrence, the parties shall agree to reassess this provision.

LETTER OF UNDERSTANDING - NUMBER 2

Employee Assistance Program

This is to confirm the understanding reached during negotiations that the Employer will maintain an Employee Assistance Program which all Bargaining Unit employees will have a right to access on an as-need basis.

LETTER OF UNDERSTANDING – NUMBER 3

Red Circling Employees

It is the intent of the Company to maintain the "red-circling" of wage rates for those employees red-circled with the following conditions:

1. When such employee applies for and is successful in obtaining another bargaining unit position, the employee will be paid the rate of the new position.
2. Employees who obtain a position as referred to in one (1) above will have their name removed from the "red-circle" list.
3. Employees on the "red-circle" list will not receive negotiated increases until such time as the rate for the position in which they are now working reaches their "red-circle" rate.

LETTER OF UNDERSTANDING – NUMBER 4

Cameras

On site, cameras will be used for the protection of equipment product **and the health and safety of employees** and will not invade the personal privacy of employees.

Should the Employer wish to place cameras in other areas of the Plant, the Union will be notified prior to the placement.

LETTER OF UNDERSTANDING NUMBER 5

Full Time Positions

1. The Company has agreed to establish a list of full time positions in accordance with the definition of "full time employee", reference Article 2.01 (h).
2. The list of positions includes the following:

<u>Operational Unit</u>	<u>Classification</u>	<u>Number of Positions</u>
Poultry Evis	Presenter Detector	9
	Poultry Worker II	8
	Meat Processor Lead Hand	1
Poultry Live Receiving	Barn Workers	16
	Meat Processor II	1
	Equipment Opr. III	2
	Poultry Worker Lead Hand	1
Poultry Pack	Poultry Grader	2
	Poultry Worker II	11
	Poultry Worker I	26
	Poultry Plant Cleaner II	2
	Meat Processor Lead Hand	1
Shipping	Shipper I	10
	Equipment Operator II	4
	Shipper Lead Hand	2
Maintenance	Elec Tech/Millwright/Electrician	12
	Machinery Maintenance Person	4
	Millwright Lead Hand	3
Engineering	Power Engineer	4
	Power Engineer L H	1
	Building Maintenance Person II	1
Plant Cleaning Unit	Poultry Plant Cleaner II	16
	Poultry Plant Cleaner I	3
	Cleaner Lead Hand	2
Janitorial/Laundry Supplies and Receiving	Poultry Plant Cleaner I	2
	Receiver Stockhandler	1
Office	Accounting Clerk	2

	Computer Support Asst.	1
	Credit and Collection	1
	Payroll Clerk II	2
Sales	Sales Clerk II	2
	Sales Clerk III	1
Deboning	Poultry Worker II	18
	Meat Processor Lead Hand	1
Further Processing	Meat Processor I	6
	Meat Processor II	1
	Meat Processor Lead Hand	1
Tray Overwrap	Poultry Worker I	18
	Poultry Worker II	2
	Meat Processor Lead Hand	1
QA	QA/Lab Technician	3
	HACCP Assistant	1
<hr/>		
Total		206

3. In recognition of the seniority provisions contained within the Collective Agreement and that there are 206 full-time positions, in accordance with Article 20.08, the Company, in consultation with the Union, will establish a list of full-time employees. These employees will not necessarily occupy the position stated in #2 above but, during periods of layoff, would migrate to those positions.
4. The Company and the Union will recognize those employees who are not included in the full time list as filling part time or temporary positions as the case may be.
5. The Company and the Union agree that there is no guarantee of full time positions and hours of work and that the number of positions, hours of work and number of employees may vary according to day to day scheduling and operational requirements.

LETTER OF UNDERSTANDING – NUMBER 6

Contracting Out – Building Maintenance

Notwithstanding the provisions of Clause 16.01, the Employer agrees to consult with the Union in the event that the nature of building maintenance work to be done is such that because of time restrictions, cost, complexity or lack of capacity, skills, or qualifications the work cannot be carried out by employees regularly assigned on a full-time or temporary basis to the Maintenance Unit.

Letter of Understanding Number 7

Casual Employee Pool

The Company wishes to provide appropriate on call staffing to address special business and operation needs, periods of vacation, leaves of absence, temporary absences, sick leaves, and periods of increased production. The Union wishes to cooperate and assist the Company in obtaining adequate staffing and production at the Processing Plant. The Company and the Union agree as follows:

1. The Parties agree that for the term of this Agreement, the Employer may recruit sufficient numbers of casual employees to perform work, from time to time, as required by business and operational needs.
2. There shall be no guaranteed hours of work for casual employees.
3. Casual employees shall be entitled to all provisions of the Collective Agreement with the exception of the following Articles:

Article 12	Holidays – see revised wording in #4
Article 14	Vacation – see revised wording in #4
Article 18:03	Accrual of benefits for employees on WorkplaceNL benefits
Article 20 except Article 20.05 applies	Seniority – see revised wording in #5
Article 27:01(c)	Tools and Clothing - see revised wording in # 6
Article 28	Sick Leave – see revised wording in #4
Article 29	Group insurance and Pension Plan
Article 32	Special Leave – see revised wording in #4
Article 40:01	Termination of Employment

4. Pay in Lieu of Benefits
Casual employees shall be paid an additional 11% of their regular (non-overtime) hourly rate to be added to each pay in lieu of the provisions of Articles 12, 14, 28 and 32.

5. Seniority

The parties agree that the following seniority provisions shall apply to casual employees. Casual employees shall be placed on a separate seniority list based on their date of hire. Casual employees shall have preference over outside applicants for all job posting in the bargaining unit. Casual employees will not be used to displace regular bargaining unit employees.

6. The Company will distribute work assignments amongst the pool of casual employees on a rotational basis within the pool, provided the employees have the required availability, skills and abilities to perform the work. Overtime will be distributed as equally as possible amongst casual employees within the pool.

7. Tools and Clothing

For casual employees, the Company will provide the appropriate safety footwear where necessary and the cost of such footwear shall be deducted from the employee's paycheque. If the employee is retained beyond the probationary period outlined in Article 19, the cost of footwear shall be reimbursed on the next available paydate.

8. Layoff and Recall

Casual employees may be laid off without notice when there is no work available and will be recalled in reverse order of their casual pool seniority for available work. The Parties acknowledge that there may need to be a layoff of all casual employees in which case the Company will operate without the use of a casual pool of employees.

9. Upon request, the Employer will provide the Union with a list of casual pool employees which includes their date of hire and accumulated hours of work.

10. The Parties agree that by mutual consent the terms and conditions of this Letter of Understanding may be modified during the term of the Collective Agreement in an effort to ensure the stated objectives are achieved.

11. During the life of this Agreement, either Party may withdraw from participation in this letter of understanding by providing the other Party with one month's notice, in which case the project will terminate

12. Should either party terminate this letter of understanding, all casual pool employees will move to the regular seniority list and maintain their position and rights in order of their adjusted seniority date.

LETTER OF UNDERSTANDING NUMBER 8

Apprentice Program

1. The Company will continue its current apprenticeship program on an as needed basis. The program will be reviewed from time to time to determine whether it continues to meet the company's needs.
2. Where new apprenticeships are being filled, they shall be offered on a one for one basis (external posting and internal posting). In the event the incumbent terminates employment, any backfill shall be replaced from the same source (external or internal). Existing tradespersons are not eligible to apply for an apprentice position.
3. Should any apprentice fail to progress in the apprenticeship program as outlined by the Provincial Government standards, they will be terminated from the apprenticeship program and laid-off. The incumbent shall be placed in a position, for which they are qualified and in accord with their seniority, at the rate of pay for the position within which they are placed.
4. Nothing herein commits the company to any fixed number of apprenticeships or prevents the company from posting for fully accredited tradespersons.
5. Apprentices shall progress through the Schedule "A" step increments on the same basis as progression through their apprenticeship program. (ie. Year 1 = Step 1; Year 2 = Step 2; etc.)

LETTER OF UNDERSTANDING NUMBER 9

Distribution of Hours

Country Ribbon Inc.
(the "Employer")

and

The Newfoundland and Labrador Association
of Public and Private Employees
(the "Union")

Whereas the parties have entered into a dialogue regarding the distribution and allocation of work within the processing plant in relation to seniority:

Now Therefore the parties hereby agree as follows:

1. On days when the plant is receiving live birds for processing, employees in the Barn and Evisceration departments shall be guaranteed a minimum of eight (8) hours work. This guarantee is limited to full time employees, part time employees and casuals who have been awarded a temporary position in the Barn or Evisceration Department.
2. The parties agree that employees with greater seniority shall generally receive more hours per week than junior employees. To that end the parties agree to the following in respect of employees working in the processing plant:
 - a. The Employer will make reasonable efforts to schedule as many eight (8) hour shifts as feasible. (e.g. Rather than scheduling eight (8) employees for six (6) hours work the employer will schedule six (6) employees for eight (8) hours work each.);
 - b. In circumstances where a junior employee has received more hours than a qualified senior employee, the Employer will make its best efforts to equalize the senior employee. The following principles shall apply to equalization:
 - i. Hours will only be equalized where the difference between a senior employee and junior employee is greater than two (2) hours within a week;
 - ii. The equalization principle shall apply to regular hours only (not overtime);
 - iii. A difference in hours occurring on Monday, Tuesday or Wednesday, shall be equalized within that same week, whenever possible, or the following week. A difference in hours arising on Thursday, Friday or Saturday shall be made up the following week. The reference to Saturday shall only be applicable where processing has been scheduled for a Saturday as a result of the

operation of article 11.10, Letter of Understanding # 1 or Letter of Understanding # 10.

- iv. In the event the Employer is unable to make up the hours as set out above, the Employer shall pay the senior employee for those hours in excess of the two (2) hour threshold set out above;
 - v. For each junior employee who has worked greater hours, only one claim for equalization may be made (e.g. Employee # 172 on the seniority list receives more hours than employees # 150, 151 and 152 on the seniority list. In this case only employee # 150 will be equalized);
 - vi. The Employer recognizes the super seniority of shop stewards; however, no claim may be made for equalization by shop a steward as a result of their receiving fewer hours than an employee in the group of 131 senior employees who have a guarantee of full-time weekly hours.
 - vii. The foregoing shall not apply in respect of the assignment of greater hours to a junior employee where the position occupied by the junior employee requires enhanced qualifications or specialized training.
 - viii. The Employer will conduct a review of all current positions requiring specialized in-house training to determine if there are opportunities for other employees to be offered training for such positions.
3. The above commitments to minimum hours for the Barn and Evisceration and equalization and balancing of hours in balance of the plant is limited to the distribution and allocation of hours within the control of the Employer. Issues arising out of inclement weather, equipment breakdown, loss of power or any other circumstance outside of the Employer's control shall not result in a claim for equalization or minimum hour guarantee.
 4. None of the foregoing represents a guarantee of any fixed number of hours of employment. Nothing herein is intended to affect the rights of the permanent 131 employees.
 5. Employees of the Barn and Evisceration Department shall be required to work the minimum guaranteed hours, and the equalization process set above is in respect of an opportunity to work. Employees shall be paid only for actual hours worked as evidenced by swiping in and out except in the case where the employee was denied the opportunity to work.
 6. This letter of understanding shall come into force within ninety (90) days of signing of the collective agreement. This letter of understanding shall form part of the collective agreement between the parties and upon execution replaces the *Letter of Understanding Number 9 – Daily Maximization of Hours – Pilot Project*.
 7. The parties agree to meet no later than 120 days following the implementation of this agreement to discuss the operation of this memorandum. Subsequent meetings will be scheduled as required. If changes to this LOU are deemed

necessary, they must be agreed to by mutual consent of both parties and cannot adversely affect the economic or operational viability of the air chill project and associated upgrade investments.

8. The parties shall establish a joint committee to oversee this letter of understanding. The committee shall consist of two representatives of the employer and two representatives of the union. The committee shall meet at least once per month unless otherwise mutually agreed.
9. There shall be no grievances arising in the initial twelve (12) months of this letter of understanding. Any disputes arising of the operation of the letter of understanding shall be referred to the joint committee for resolution. In the event the parties are unable to resolve the matter, it shall be referred to the Department of Advanced Education, Skills and Labour grievance mediation service. If the parties are unable to mutually agree on the resolution, the parties shall accept the recommendation of the mediator. No legal arguments or presentations shall be made in this process, and the recommendation shall be without precedent.
10. In the event either party wishes to terminate this letter of understanding, it may do so by providing sixty (60) days' notice of that intention to the party opposite. The letter of understanding shall continue until at least December 31, 2022. In the absence of a notice to terminate, the letter of understanding shall continue for the life of the agreement.

LETTER OF UNDERSTANDING NUMBER 10

Live Processing Work Schedule

1. Employer will establish a regular schedule for processing live birds either 4 or 5 days per week
2. Will not include all Departments, but may include:
 - Barn
 - Evis
 - Poultry Pack
 - Debone
 - Tray Overwrap
 - QA
 - FP
3. Employer to advise union of weekly processing schedule on the Wednesday of the preceding week, specifically 8 or 10 hrs and which days are scheduled for live processing.
4. Permanent Production employees (Group of 131) shall be scheduled for either:
 - 4 x 10 hour shifts; or
 - 5 x 8 hour shifts
 - With OT payable after 10hrs or 8 hrs
5. Aside from Permanent Employees, no other employees have any guarantee of any fixed # of daily or weekly hours
6. Notwithstanding articles 11.01 and 11.02, overtime payable after 8 or 10 hours based on whether weekly production schedules is 5 x 8 hrs or 4 x 10 hrs
7. Employer will limit the total # of scheduled weekend production days (per the prior Wednesday notice), to no more than 6 days per calendar year (regular schedule straight time). The six (6) days will not be scheduled in conjunction with a statutory holiday weekend.
8. Stat Holiday weeks
 - a. Scheduled as either 4 x 8hrs or 4 x 10hrs;
 - b. If 4 x 8 hrs scheduled, then holiday treated per current practice; and
 - c. If 4 x 10 hrs scheduled, the employee shall be paid at time and one half (1.5x) for all hours in excess of forty (40) hours, and the eight (8) hours paid holiday time shall be considered equivalent to time worked.

LETTER OF UNDERSTANDING NUMBER 11

Absentee Management and Pandemic Safety

Employee's that are sent home by the Employer and are required to use sick leave due to Covid/Pandemic symptoms or any other pandemic, shall not have this used against them for disciplinary reasons related to absenteeism.

LETTER OF UNDERSTANDING NUMBER 12

Vacation Payout Trial

Employees earning more than four (4) weeks vacation per year may elect a payout of that portion of their accrued vacation in excess of four (4) weeks.

Payouts shall be limited to vacation earned to date.

The vacation payout shall occur on the first pay in June.

This letter of understanding shall be operative for the 2021 year and shall expire at December 31, 2021 unless the parties mutually agree to extend it.

LETTER OF UNDERSTANDING NUMBER 13

Vacation Scheduling Trial

Each Employee shall submit their vacation for the upcoming vacation year by March 15th.

Subject to operational requirements, vacations shall be granted in order of seniority within each Department.

The exercise of seniority for the peak period of June 15 to September 15 shall be limited to three (3) one-week periods (e.g. 3 x 1-week blocks; a 2-week block + 1-week block; or a 3-week block)

Each Department shall post a vacation schedule prior to May 1st of each year indicating the vacation periods approved for those employees who submitted a request in accordance with the above.

Where a senior employee elects to cancel their vacation for the above peak period, that vacation period may be granted to senior employees within that department, subject to operational requirements and such employees having unscheduled vacation remaining.

This letter of understanding will expire on December 31, 2021 unless the parties mutually agree to extend it.

LETTER OF UNDERSTANDING NUMBER 14

Retiree Health and Dental Insurance

The parties shall form a joint committee consisting of two (2) representatives each to explore the feasibility of establishing a group insurance plan for retirees.

The intention is to establish a separate plan for retirees that is 100% retiree funded.

LETTER OF UNDERSTANDING NUMBER 15

Cochrane Pond

The Employer intends to post an opportunity for a temporary backfill Live Haul Driver within its NAPE Processing Plant bargaining unit.

The role of the backfill driver is to assist with replacement of Live Haul Drivers from the NAPE Cochrane Pond bargaining unit who are absent on short term leaves (e.g. illness, injury or vacation).

The parties agree that temporary backfill Live Haul Driver shall remain as a member of the NAPE Processing Plant bargaining unit; however, the hours of work, overtime and wage provisions of the NAPE Cochrane Pond collective agreement shall apply while working in the casual backfill driver role. No overtime shall be paid arising out of this backfill work other than as a result of the overtime provisions of the NAPE Cochrane Pond collective agreement.

Nothing in this letter of understanding limits the continued use of contractors to transport poultry.