

# COLLECTIVE AGREEMENT

BETWEEN:



**COUNTRY RIBBON INC.**

**COCHRANE POND FARM OPERATION**

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: October 26, 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, with the intent of ensuring maximum operational efficiencies thereby providing future security for employees. Therefore, this Agreement sets 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 which may conflict with the terms of this Agreement,
- 1.04 In the event that any law passed by the Government of Newfoundland 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.
- 1.05 The Union shall supply the Employer in writing with the names and positions of all Union Officials responsible for the administration of this Collective Agreement. Only those persons designated by the Union shall be recognized by the Employer as acting on behalf of the Union.

## **ARTICLE 2 - DEFINITIONS**

- 2.01 In this Collective Agreement the singular shall include the plural and the masculine shall include the feminine and vice versa as the context may require.
- 2.02 (a) “Bargaining Unit” means the unit of employees recognized in accordance with Article 3 of this Agreement.
- (b) “Classification” means the identification of a position by reference to a class title.
- (c) “Day” means a working day unless otherwise stated in this Agreement.
- (d) “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.
- (e) “Employee” means a person who is employed in a classification falling within the bargaining unit.

- (f) "Employer" means Country Ribbon Inc. (Cochrane Pond Farm Division) and is synonymous with the Company.
- (g) "Full-time Employee" means a person who has completed their probationary period and is employed on a full-time basis without reference to any specific date of termination of service. The Employer will provide a list of designated full-time employees.
- (h) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a holiday in this Agreement.
- (i) "Notice" means notice in writing which is hand delivered or by registered mail.
- (j) "Part-time Employee" means a person hired to perform the duties of a full-time employee who may be off work due to sickness, vacation, approved time off or for work which is usually done by the employees covered under this collective agreement.
- (k) "Seniority" shall mean the length of continuous employment with the Employer, commencing with the employee's most recent date of hire.
- (l) "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 wages from the Employer.
- (m) "Student Employee" means a person who is hired between the period of April 15 to September 15, or during any school break, 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. The rate of pay for the student shall be based upon 80% of the Production Worker Step 1 rate.
- (n) "Union" means the Newfoundland and Labrador Association of Public and Private Employees.

### **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer save and except the Site Manager, Assistant Site Manager, Procurement Officer, Cleanout Supervisor, Animal Care Coordinator and Assistant Procurement Officer.
- 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.
- 3.04 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.

#### **ARTICLE 4 – EMPLOYEE RIGHTS**

- 4.01 Notwithstanding anything contained in this Agreement, an employee may present a personal complaint to the Site Manager.
- 4.02. A properly authorized business agent of the Union shall, upon reasonable notice, have access to the Employer's premises during normal working hours for the purpose of adjusting grievances and discussion of disputes relating to the administration of this Collective Agreement. Normal working hours shall be those hours when management or their designate is on duty. The business agent shall announce his presence to one of management and shall be subject to all the rules of the Employer while on the premises. The Union agrees that the duties and productivity of the Employee shall not be interfered with or impeded by reason of the foregoing.
- 4.03 (a) The initiation fees and Union dues so collected shall be remitted by cheque to the Union no later than the 20th of the month next after the month of collection, containing the names and social insurance numbers of the employees from whose pay such deductions were made and the amount deducted from each.
- (b) The Employer agrees that when issuing T4 slips, the amount of membership dues paid by an employee to the Union during the previous taxation year will be recorded on the employee's statement in accordance with Revenue Canada requirements.

- (c) The Secretary-Treasurer of the Union will advise the Employer in writing of the amount of the authorized deductions to be made.
  - (d) The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer from any and all claims, demands, actions or causes of action arising out of or in any way connected with the collection of such dues and initiation fees from members of the Bargaining Unit.
  - (e) Subject to the Union constitution and by-laws, the Employer agrees to deduct any assessment agreed to by the bargaining unit on an individual or general assessment basis, providing the Employer can reasonably accommodate the deductions within its payroll system.
- 4.04 The Employer agrees to inform all newly hired employees of the existence of the Union, the names of the Shop Stewards, and to supply a copy of the Collective Agreement.
- 4.05 (a) The Employer recognizes the Union's right to elect or appoint employees from the Bargaining Unit who have completed their probationary period for the purpose of assisting employees in presenting grievances and handling complaints as follows:
- (i) One (1) Shop Steward; and
  - (ii) One (1) Unit Chairperson.
- (b) The Union shall keep the Employer notified in writing of the names of the Shop Stewards and the effective dates of their appointments.
- 4.06 (a) Shop Stewards shall schedule their Steward's duties at times which do not conflict with their work schedule or with the work schedule of any other employee in the Bargaining Unit. The Shop Steward shall not absent their self from work to process grievances or attend meetings with the Employer without first obtaining permission from their supervisor, and such permission shall not be unreasonably withheld where grievances are being processed through the step procedures. When resuming their regular duties, the Shop Steward will report again to their supervisor.
- (b) Shop Stewards shall suffer no loss of pay or benefits when performing their duties in accordance with this Collective Agreement, provided the above procedure is followed.
- 4.07 The Employer is to inform an employee when they are required to attend a disciplinary meeting. The employee shall be accompanied to a disciplinary meeting by a Shop Steward. The employee is entitled to refuse the assistance of a Shop Steward or request that the Shop Steward leave the meeting.
- 4.08 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Employer and the Union's head office.

- 4.09 The Employer shall make a bulletin board available for the posting of notices or reports for the information of Union members. Such notices or reports shall be limited to those concerning elections, meetings, recreational, social or education activities, and job postings.

#### **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 – CHECK-OFF**

- 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) A Shop Steward shall be informed of all new employees hired by the Company;
  - (f) A Union representative shall have at least one half (1/2) hour consultation with all newly hired employees at time of hiring. The orientation shall be done once per month for all new hires.

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE**

8.01 Should a dispute arise between the Employer and an employee or a group of employees regarding the interpretation, application, administration or alleged violation of this Agreement, the parties shall make an earnest effort to settle the dispute in the following matter:

### **Step 1**

The employee(s) concerned shall discuss their complaint with their immediate supervisor within three (3) days after the circumstances giving rise to the complaint or ought to have become apparent to occur. Such employee may be accompanied by a Shop Steward or the Shop Steward may initiate the grievance of behalf of the employee.

### **Step 2**

Failing a satisfactory settlement within seven (7) days after the dispute was submitted at Step No. 1, the grievor shall submit their grievance, in writing, containing all pertinent details of the grievance and the redress sought to the appropriate person from management. A meeting will be held within seven (7) days between the supervisor (or their designate), the employee and the Shop Steward. It is understood that the supervisor (or their designate) shall have such assistance as they may desire at the meeting. The decision of the supervisor (or their designate) shall be delivered, in writing, within ten (10) days to the employee and the Union.

### **Step 3**

Failing a satisfactory settlement of the grievance under Step No. 2, within seven (7) days from the decision in Step No. 2, either party may request a meeting between the supervisor (or their designate) and the business agent of the Union in an effort to settle a grievance to the satisfaction of both parties. Failing a satisfactory settlement of this grievance at this level, either party may submit the grievance to arbitration as hereinafter provided.

- 8.02 (a) Where no written decision has been given within the time limit specified, the grievance may be submitted to the next step of the grievance procedure, including arbitration.
- (b) The time limits specified herein shall be deemed to be exclusive of Saturdays, Sundays and Employer holidays, and may be extended by mutual consent of the parties.
- 8.03 Grievances alleging unjust discipline in violation of this Agreement may be initiated by the Union at Step No. 2.
- 8.04 When either party requests that a matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party of this Agreement within seven (7) days from the meeting at Step No. 3 or if no meeting is requested at Step 3, seven (7) days from the receipt of the written reply at Step 2. Within seven (7) days thereafter, the parties shall agree upon a single arbitrator. If the parties fail to agree upon an arbitrator as



herein required, the Minister of Human Resources, Labour and Employment shall have the power to appoint an arbitrator upon application by either party.

- 8.05 No matter shall be submitted to arbitration, which has not been properly carried through all requisite steps of the grievance procedure, unless agreement to waive steps of the procedure have been mutually agreed in writing.
- 8.06 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement. In matters of discipline, the arbitrator shall have the power to substitute a lesser penalty for one that the employer has originally imposed.
- 8.07 The proceedings of the arbitrator will be expedited by the parties hereto and the decision of the arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.08 The parties will share equally the fees and expenses of the arbitrator.

#### **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.
- 9.03 In the event of a recall, employees on lay off status in accordance with clause 9.03(a) shall be recalled to available positions in order of their seniority provided the employee being recalled possesses the required qualification, skill and ability to perform the required work

#### **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 When hired, all employees shall be placed at Step 1 of their Wage Scale for their respective classification. Employees shall progress to Step 2 and Step 3 on completion of 2080 hours of work respectively.

## ARTICLE 11 – HOURS OF WORK AND OVERTIME

- 11.01 (a) (i) The full-time workweek for Clean Out Workers (Production Worker I's) shall be forty-five (45) hours per week, nine (9) hours per day on a rotational basis.
- (ii) The full-time workweek for Production Worker II's (Nest Managers) shall be forty (40) hours per week, eight (8) hours per day, day shift only.
- (iii) The full-time workweek for Night Shift (Production Worker I's) shall be forty-eight (48) hours per week, twelve (12) hours per day.
- (iv) The full-time workweek for Live Haul Drivers shall be forty-seven and one half (47.5) hours per week, nine and one half (9.5) hours per day.

For new employees/classifications, the hours of work for full-time employees shall be worked out between the Employer and the Union.

- (b) The Employer agrees to grant paid rest periods of fifteen (15) minutes each during the first half and the second half of the shift; however, subject to operational requirements, Live Haul Drivers shall be entitled to combine their two fifteen (15) minute breaks into one single meal break. No overtime shall be paid as a result of the inability to combine the fifteen (15) minute breaks or where paid breaks are missed as a result of operational requirements. Additional rest periods of fifteen (15) minutes shall be granted in overtime situations provided the overtime shift exceeds two (2) hours.
- 11.02 An employee who is required to work in excess of their regular full-time work day, shall be paid time and one-half (1½) their regular rate for all excess hours. This assumes that if an employee is required to stay over for less than one half (½) hour to complete a task, no overtime would be paid.
- 11.03 (a) An employee who is required to work on their scheduled day or days off shall be paid time and one-half (1½) their regular rate. In the event that poultry processing is rescheduled as a result of adverse weather or emergency shutdown, which results in a Live Haul Driver being required to work on their day or days off, the Live Haul Driver shall work at straight time on the rescheduled day provided the rescheduling was in accordance with the terms of the NAPE and Country Ribbon processing agreement.
- (b) Employees required to work beyond the total hours in their normal work week will be paid time and one-half (1½) up to sixty (60) hours and double time for hours worked in excess of sixty (60) hours.
- 11.04 (a) Subject to Clause 11.04 (b) an employee who is required to work in excess of one and one half (1 ½) hours beyond their regular working hours, shall be entitled to a meal up to the value of fifteen dollars (\$15.00) or a meal allowance of twelve dollars (\$12.00).

- (b) If the employee is notified, prior to leaving work, of scheduled overtime for the following day the provisions of Clause 11.04 (a) shall not apply.
- 11.05 (a) Payment for overtime worked in accordance with Clause 11.03 (b) will be payable to the nearest minute.
- (b) Live Haul Drivers shall be permitted to bank any earned overtime for the limited purpose of being drawn on down days which are not rescheduled within the same week. The maximum banked time shall be twenty-four (24) hours, and all banked hours shall be paid-out by the end of the calendar year.
- 11.06 Subject to operational requirements permitting, overtime will be distributed as equally as possible on a rotational basis among employees in the same classification. 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.
- 11.07 The work schedule may be altered to facilitate the efficient operations of the Farm, but there shall be no split shifts. The Employer agrees that, except by mutual consent, the work schedule shall not be changed without twenty-four (24) hours' notice to Production Workers and twelve (12) hours' notice to Live Haul Drivers.
- 11.08 Employees who report for their normal shift and are sent home due to a lack of work will receive a minimum of four (4) hours pay at their regular rate.
- 11.09 The workweek shall commence 00:01 hours Sunday and end at 24:00 hours on the following Saturday.
- 11.10 Effective with the signing of this Agreement, employees who work the majority of their shift between 1800 hours to 0600 hours will be paid an additional fifty-five cents (55¢) per hour for each hour worked. **Effective the first full pay period following signing the rate shall increase to sixty cents (60¢) per hour, and Live Haul Drivers shall be entitled to this shift premium for all hours worked in relation to shifts commencing between 1800 hours to 0600 hours.**
- 11.11 The parties agree that the duties of Production Worker 1 (Night Shift) employees include some decision making responsibilities normally performed by Production Worker II employees. In recognition of the foregoing, affected employees shall be paid twenty cent (\$.20) per hour for each hour worked between 1800 hours and 0600 hours in addition to the shift premium in Article 11.10. **Effective the first full pay period following signing the rate shall increase to twenty-five (25¢) per hour.**
- 11.12 Employees attending full day mandatory training offsite shall be paid a fifteen (\$15) dollar meal allowance and any additional mileage.
- (Example 1: Employee regularly drives 10 km to work and is required to travel 30 km to training shall be paid the additional 20 km each way. Example 2 Employee regularly drives 10 km to work and is required to travel 8 km to training shall not be entitled to any travel allowance)

- 11.13 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 ½) their regular rate of pay. Employees will not be required to do regular work to fill in for the recall.

## **ARTICLE 12 – PROMOTION, TRANSFER, LAY-OFF AND RECALL**

- 12.01 (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 and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage 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.
- 12.02 (a) In the event of a layoff, employees shall be laid off in the reverse order of their seniority, provided that the employees remaining possess the required qualification, skill and ability to perform the required work.
- (b) Employees who are laid off shall be given separation slips within five (5) working days of the effective date of their lay off.
- 12.03 In the event of a recall, employees on lay off status in accordance with Clause 12.02 (a) shall be recalled to available positions in order of their seniority provided the employee being recalled possesses the required qualification, skill and ability to perform the required work.

**ARTICLE 13 - VACATIONS**

13.01 All employees are entitled to annual vacation and annual vacation pay, according to their completed years of service, calculated from their date of hire, as follows:

<b>Years of Service</b>	<b>Vacation Time</b>	<b>Earned Vacation Pay</b>
Hire Date to less than 2 years	2 Weeks/Year	4% of earnings
2 years but less than 10 yrs	3 Weeks/Year	6% of earnings
10 years but less than 20 yrs	4 Weeks/Year	8% of earning
20 years or more	5 Weeks/Year	10% of earnings

- 13.02 (a) The Employer shall bank the above percentages of each employee’s hourly wage earnings in an earned vacation pay bank. Employees may withdraw the monies in the earned vacation pay bank during periods of approved vacation. Subject to 13.04, all earned vacation time must be taken. Vacation pay earned on overtime, and not drawn by the end of the calendar year, shall be paid out in the first quarter of the next calendar year.
- (b) Full-time and Part-time employees absent from work either on sick leave or in receipt of workers’ compensation benefits, not exceeding six (6) months in the aggregate in the employee’s anniversary year shall be credited with their average daily hours worked to a maximum of eight (8) per day in the anniversary year at their regular hourly rate, to be included in the calculating of gross earnings for vacation pay in Article 13.01. Such accrued benefits would only be payable upon an employee’s active return to work.
- (c) Employees who are absent from work either on sick leave or in receipt of Workers’ Compensation for more than six (6) months will accrue vacation for the first six (6) months but not beyond six (6) months.
- (d) Approved vacation of the transferring employee is subject to change should an employee transfer to another position. This will be discussed with employees during selection process.
- (e) Employees will only be permitted to take a maximum of two weeks’ vacation at any one time. This provision may be altered if the employee and the Employer agree, subject to no other employee being adversely affected.
- 13.03 (a) Vacations are to be granted by seniority within classifications where applicable. The vacation year shall be June 1<sup>st</sup> to May 31<sup>st</sup>.
- (b) Vacation schedules shall be posted on March 1 of each year. Employees shall be required to indicate their preference prior to March 15. Any employee who fails to

indicate their preference prior to March 15 shall forfeit their right to displace employees with less seniority who have indicated their preference prior to March 15.

The Employer will advise the employee, in writing, prior to March 30, whether or not their vacation request is approved or denied. Approved vacation schedules will be posted no later than March 30.

Vacation requests made subsequent to March 15 will be filled on a first come first serve basis. Where two or more employee's request vacations simultaneously (i.e. within the same week subsequent to March 15) the employee with most seniority will be given priority. Management employees vacation schedule shall have no effect on the scheduling of vacation for bargaining unit employees.

Where vacation requests are received subsequent to the March 15 deadline, the employer will make all reasonable efforts to advise the employee in writing whether or not their vacation request is approved or denied not later than two (2) weeks after the employee has submitted the vacation request.

- 13.04 An employee shall have the right to carry forward from one year to the next any unused annual leave to a maximum of one (1) year's entitlement.

#### **ARTICLE 14 – OCCUPATIONAL HEALTH, SAFETY AND LABOUR MANAGEMENT**

- 14.01 The parties agree to be bound by the provisions of the Newfoundland Occupational Health and Safety Act and Regulations.
- 14.02 Both the Union and the Employer agree to cooperate fully in promoting safe practices. There shall be a Labour Management Committee consisting of two (2) employees and two (2) representatives of the Employer. The purpose of this committee is to discuss issues of concern regarding health and safety in the workplace and any other general concerns of Labour Management relations at the workplace.

#### **ARTICLE 15 – DISCRIMINATION, SEXUAL OR PERSONAL HARASSMENT**

- 15.01 The Employer agrees that there will be no discrimination or coercion exercised or practised by it with respect to any employee by reason of age, race, colour, sex, sexual orientation, marital status, political or religious affiliation, physical or mental disability, or by reason of their membership in the Union.
- 15.02 The Employer and the Union recognize the right of all employees of the Employer to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer and the Union agree to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour

are appropriately disciplined. The Employer and the Union agree that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint.

#### **ARTICLE 16 – EMPLOYEE BENEFIT PLANS**

- 16.01 The Employer agrees to continue the group insurance plan presently in effect.
- 16.02 The employer agrees to introduce a defined contribution Pension Plan requiring matching contributions from the Company and employees of two and one half (2½%) percent of base pay. Enrolment would be optional for all full-time employees.
- 16.03 Effective as of the date of signing this collective agreement:
- (a) All new employees shall cost share benefits 50/50 and shall receive 5% matching contribution on pension plan; and
  - (b) Existing employees shall have the option of:
    - i. Opting into the new arrangement on both benefit cost sharing and pension contributions as a package; or
    - ii. Electing to be grand-parented under the existing benefit and pension arrangement.

#### **ARTICLE 17 – STATUTORY HOLIDAYS**

- 17.01 Employees shall receive a regular days pay for each of the following statutory holidays which occur while the employees are actively employed.
- (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) Christmas Day
  - (j) Boxing Day
- 17.02 (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.

17.03 An employee who works on any of the above-mentioned holidays shall receive **the greater of:**

- (a) **Pay for the holiday in accordance with 17.01 plus pay at two (2) times their regular rate for all hours worked on the holiday; or**

- (b) **Pay at three (3) times their regular rate for all hours worked on the holiday.**

17.04 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 Site 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 Site Manager.

17.05 Employees shall also receive one-half (½) day for Christmas Eve and New Year's Eve providing these days fall on an employee's scheduled working day, subject to operational requirements, and provided that the work is complete. Employees that work beyond the half (½) day shall be paid overtime in accordance with Article 11.02.

17.06 Banking Holidays

- (a) Employees who work on a statutory holiday shall have the option of banking their earned holiday to be taken within sixty (60) calendar days of the holiday. A maximum of four (4) holidays may be banked within the calendar year.

- (b) The alternate holiday shall be taken within sixty (60) calendar days of the original holiday on a day mutually agreed by the employee and employer. Scheduling of the alternate holiday shall be subject to the employer's operational requirements.

- (c) In the event the alternate day is not rescheduled within the sixty (60) calendar day time limit, the day shall be paid out to the employee at the rate of the position the employee was in on the original holiday.

## **ARTICLE 18 – PROBATION AND DISCIPLINE**

18.01 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).

18.02 (a) The Employer may discharge, suspend or otherwise discipline an employee for just cause.



- (b) Any employee who is suspended or dismissed shall within five (5) days of such suspension or dismissal, be provided with written notification which shall state the reasons for the suspension or dismissal.
  - (c) The Employer shall notify an employee in writing of any dissatisfaction concerning their work within ten (10) working days of the occurrence or discovery of the incident; giving rise to the complaint. This notification shall include particulars of work performance that led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of their record for use against them at any time. This Clause shall apply in respect of any expression of dissatisfaction relating to their work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.
- 18.03 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have, at their request, a representative of the Union attend the meeting.
- 18.04 Should it be found that an employee has been unjustly suspended or discharged, the employee may be reinstated without loss of seniority and compensated at their regular rate of pay for all time lost, or by any other arrangement as to compensation which is just and equitable by mutual agreement of the parties or in the opinion of the arbitrator.
- 18.05 When an employee has completed twelve (12) months' service without any disciplinary action, the Employer agrees to remove all prior disciplinary correspondence referring to such discipline.
- 18.06 (a) The Employer shall maintain a personal file for each employee. An employee shall at any reasonable time by scheduling an appointment be permitted to review their personal file, in the presence of a representative of the Employer, and may be accompanied by the Shop Steward.
- (b) A copy of any disciplinary document that is placed on an employee's personal file shall be supplied concurrently to the employee who shall acknowledge having received the document by signing the file copy.
- 18.07 Subject to clause 18.01, all disciplinary action shall be subject to the grievance and arbitration procedure as outlined in Article 8.

## **ARTICLE 19 - SENIORITY**

- 19.01 (a) Seniority shall mean the length of continuous employment with the Employer, commencing with the employee's most recent date of hire.
- (b) Employees shall attain and retain seniority during their probationary period as defined in Clause 18.01.

- 19.02 (a) The Employer shall forward a copy of each seniority list to the Union in the beginning of each year. This list shall include the name, social insurance number and the seniority of each employee.
- (b) Copies of seniority lists posted shall include the employee's name, date of hire and seniority of each employee.
- 19.03 (a) Employees transferred or promoted to positions outside the bargaining unit shall be given ninety (90) working days to decide whether they wish to remain there. If the employee wishes to return, they may do so at any time during that ninety (90) working day period with full seniority. During this ninety (90) working day period, the employee shall remain a member of the Union and bargaining unit.
- (b) Individual employees and the Union shall be allowed a period of thirty (30) calendar days following the posting of a seniority list in accordance with clause 19.02 (b) in which to protest the seniority reflected on that list.
- (c) Should a protest to a seniority list be sustained, the Employer agrees to amend the seniority list accordingly, which new seniority shall be effective on the date that the protest was accepted.
- (d) Should an employee's appeal under clause 19.04 (b) not be sustained, the employee may grieve in accordance with Article 8.
- 19.04 An Employee shall lose seniority under the following conditions:
- (a) They are discharged for just cause and not reinstated;
- (b) They resign in writing and do not withdraw their resignation within five (5) calendar days;
- (c) They are absent from work in excess of five (5) working days without just cause and without notifying the Employer, unless such notice was not reasonably possible;
- (d) They are on lay off in excess of twenty-four months.
- (e) They are recalled to work but do not report as recalled on three (3) different occasions within a twelve (12) month consecutive period.
- 19.05 In all cases of lay off and recall from lay off, employees must possess the required qualifications, skills and ability to perform the work required. The Employer shall exercise its rights under this Clause in a fair, reasonable and consistent manner.

## **ARTICLE 20 – LEAVE OF ABSENCE**

- 20.01 The Employer may, in its discretion, grant a leave of absence without pay to an employee for personal reasons, excluding work with another Employer. The granting of such leave shall not be arbitrarily withheld, and such leave will not result in a change in date of hire

unless the leave without pay exceeds twelve (12) consecutive months. In the event the leave is denied, the employee shall be advised of the reasons for such denial.

- 20.02 (a) The Employer shall grant leave of absence without pay for employees to attend at Union conventions or educational seminars and the Union agrees to request a leave for a maximum of one (1) employee at any given time and such leave shall not be unreasonably denied. This does not limit the discretion of the Employer to allow an additional employee time off to attend same convention or educational seminar if the Union requests it. It is understood and agreed that the Employer's operations and productivity shall not be adversely affected as a condition of granting such leave.
- (b) The Union may request leave without pay for employees for the purpose of working for the Union or otherwise performing or participating in Union directed activities, and the terms of such leave must be agreed to in writing between the Employer, Union and the employee concerned.
- (c) The Employer shall grant leave with pay for employees to take part, as representatives of the Union, in contract negotiations. This leave will include one (1) day for preparation time and will be granted for up to two (2) employees.
- 20.03 All requests for leave of absence shall be in writing as far in advance as practical. The Employer agrees to reply to such requests in writing within three (3) working days whenever possible.
- 20.04 (a) The Employer agrees to grant maternity, paternity and adoption leave to employees in accordance with the applicable legislation and regulations. Such leave may be extended at the employee's request.
- (b) Employees allowed parental leave of up to one (1) year will accumulate seniority as if they were working.
- 20.05 (a) In the case of bereavement in an employee's immediate family, an employee who is scheduled to work, on request, will be granted up to five (5) consecutive days leave of absence without loss of pay to the date of the funeral provided the employee was scheduled to work on the days for which leave is requested. For the purpose of this Article, "immediate family" means the employee's mother, father, children, spouse, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren, son-in-law, daughter-in-law or any relative living in the same household.
- (b) An employee will be granted one (1) day off, with pay **in the event of the death** of a brother-in-law, sister-in-law, niece or nephew.
- (c) **An employee will be granted one (1) day off without loss of pay, for the purpose of attending the funeral of an aunt or uncle.**
- 20.06 If a death referred to in Clause 20.05 occurs outside the province, the employee may be granted, upon request, an additional one (1) day's leave with pay for the purpose of attending to the funeral out of province.

- 20.07 (a) Subject to Clause 20.07 (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.

Live Haul Drivers shall be entitled to twenty-eight and one half (28.5) hours Family Leave per calendar year.

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.

- (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 reason, supported by documented evidence, why such leave is required; and
  - (iii) where appropriate, and in particular with respect to (i), (ii), and (iv) of Clause 20.07 (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 Clause 20.05 (a) and (b).

## **ARTICLE 21 – SICK LEAVE**

21.01 For the purposes of this Article: "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, Safety and Compensation Act.

21.02 (a) Employees shall be entitled to accumulate sick leave with pay at the rate of one half (½) day per month, six (6) days per year. Full-time employees shall be permitted to

anticipate sick leave for the full calendar year with the understanding that any sick leave used but not earned will be deducted from any monies owed to the employee.

- (b) Maximum number of days of sick leave which may be awarded to an employee during any year shall not exceed six (6) days. There shall be no carryover, however, employees shall be paid in the form of a bonus for all unused sick leave days at the end of the year. The bonus shall be paid in January of the following year.
- (c) Live Haul Drivers sick days shall be based upon a nine and one half (9.5) hour day.

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

21.04 The Employer may, at its discretion, require an employee reporting absent from work on account of sickness to provide evidence justifying such absence.

## **ARTICLE 22 – EMPLOYMENT CONFIDENTIALITY**

22.01 When an inquiry is made in respect of an employee concerning employment information that is otherwise considered confidential, the Employer agrees not to provide any of the requested information without the employee's consent, or as required by law.

## **ARTICLE 23 – WORKER'S COMPENSATION**

23.01 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.

23.02 It shall be the responsibility of both the Company and the employee to ensure that all documentation required by the 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.

23.03 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.

23.04 The Company and the Union will make every reasonable effort to accommodate injured workers back into its workplace with the understanding that this will not result in any additional costs to the Company. Furthermore, any injured employee who has been deemed by the WorkplaceNL as never being able to return to work in this pre-injury position or any other position, including any possible accommodation, available within the Company will lose all rights under the Collective Agreement.

## ARTICLE 24 – TEMPORARY ASSIGNMENT

- 24.01 When an employee is temporarily assigned for at least one (1) hour to fill a classification for which they are paid a higher rate than their own, they shall be paid the higher rated classification for all hours worked in 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 Temporary assignment inside the bargaining unit shall be on the basis of seniority, provided that the senior employee is qualified and 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.
- 24.04 (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.
- 24.05 Temporary assignments to vacant positions shall not exceed sixty (60) days.

## ARTICLE 25 - UNION NOTICES

- 25.01 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 Operation, provided all such notices are to be first approved by the Site Manager. The Union agrees to refrain from distributing any other notices or publications upon the Company's premises, or any approaches to the Operation except in agreement with the Site Manager.

## ARTICLE 26 - WORK CLOTHING

- 26.01 The Employer will contribute to the cost of each employee's clothing to a maximum of **three hundred and seventy-five (\$375)** effective January 1, 2021, in each calendar year of the Collective Agreement and four hundred **dollars (\$400)**, effective **June 17, 2023 in the third year of the Collective Agreement.**

## **ARTICLE 27 - AMENDMENT BY MUTUAL CONSENT**

27.01 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 28 - DURATION OF AGREEMENT**

28.01 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 give 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.

28.02 During the period of negotiation resulting from any of the provisions above, this Agreement shall remain in full force and effect.

## **ARTICLE 29 - TECHNOLOGICAL CHANGE**

29.01 Before the introduction of any technological change or new method of operation that reduces permanent employees, 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.

29.02 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 rates during the training period of any employees.

29.03 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.

29.04 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 29.03 or Clause 12.03 will assume the rate of the new position.

29.05 Employees who are not retrained or assigned other positions in accordance with this Article will be laid off.

### **ARTICLE 30 - TERMINATION OF EMPLOYMENT**

- 30.01 In case of layoff or termination other than for cause, ten (10) days notice shall be given to all full-time employees whose services are to be terminated or pay for the number of days that the period of notice is less than ten (10).
- 30.02 Employees shall give the Company ten (10) days written notice of intention to terminate their employment.
- 30.03 Annual leave shall not be used as any part of the period of notice referred to in this Article.
- 30.04 Periods of notice may be reduced or eliminated by mutual consent of the employees and Company.
- 30.05 Upon termination of service, an employee may receive pay for any annual leave days owing plus any salary due to them, provided that any indebtedness to the Company may be deducted from such pay.

### **ARTICLE 31 - CRIMINAL OR LEGAL LIABILITY**

- 31.01 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 26th day of October, 2021.

**THE CORPORATE SEAL** of Country Ribbon Inc.  
Signed on behalf of Country Ribbon Inc. in the presence of:


  
\_\_\_\_\_  
Kim Patey

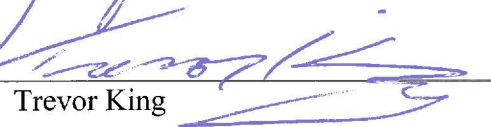
  
\_\_\_\_\_  
Witnessed by: Ian MacKinnon

  
\_\_\_\_\_  
Davis Noel


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

  
\_\_\_\_\_  
Jerry Earle

  
\_\_\_\_\_  
Witnessed by: Frank Pittman

  
\_\_\_\_\_  
Trevor King

  
\_\_\_\_\_  
Don Baldwin

  
\_\_\_\_\_  
Neil Rideout

**SCHEDULE "A" - WAGES**

<b>Effective June 17, 2020</b>			
<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Production Worker I	19.15	19.52	19.88
Production Worker II	20.61	20.98	21.34
Live Haul Driver	20.75	21.33	21.88

<b>Effective June 17, 2021</b>			
<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Production Worker I	19.50	19.87	20.23
Production Worker II	20.96	21.33	21.69
Live Haul Driver	21.10	21.68	22.23

<b>Effective August 1, 2021</b>			
<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Production Worker I	19.50	19.87	20.23
Production Worker II	20.96	21.33	21.69
Live Haul Driver	21.40	21.98	22.53

<b>Effective June 17, 2022</b>			
<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Production Worker I	19.85	20.22	20.58
Production Worker II	21.31	21.68	22.04
Live Haul Driver	21.75	22.33	22.88

<b>Effective June 17, 2023</b>			
<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Production Worker I	20.30	20.67	21.03
Production Worker II	21.76	22.13	22.49
Live Haul Driver	22.20	22.78	23.33

## **LETTER OF UNDERSTANDING NUMBER 1**

### **Hours of Work - Production Worker 1 (Pesticide Applicator/Clean Out Worker)**

This is to confirm an agreement between the parties that notwithstanding Article 11.01 (a), the hours of work for the position of Production Worker 1 (Pesticide Applicator/Clean Out Worker) may be varied on a daily basis to meet operational requirements. The variation in hours is for extra-ordinary day or hours per day for pesticide application, associated paper work, equipment clean up and any other duties related to other pesticide work.

The hours of work will be forty-five (45) hours per week and will not incur overtime on a daily basis. Overtime will apply if the hours of work exceed forty-five (45) hours in a week.

**LETTER OF UNDERSTANDING NUMBER 2**

**Change in Hours of Work and Work Schedule**

This is to confirm an agreement reached by the parties that notwithstanding Article 11.01 (a) the hours of work and work schedule may be modified by the employer to meet operational requirements when all newly created, vacant, or temporarily assigned positions are to be filled or when an employee is promoted.

**LETTER OF UNDERSTANDING NUMBER 3**

**Rate for Lead Hand**

This will confirm the understanding reached during negotiations that employees who are required to perform the duties of Lead Hand will be paid a premium of \$1.00 per hour for all hours assigned such duties. The Company agrees to assign a Lead Hand on weekends.

## **LETTER OF UNDERSTANDING NUMBER 4**

### **Training for Class 1 Driver's License**

In the event that the Employer determines that it wishes to offer training to current employees to obtain a Class 1 Driver's License, the parties agree that the opportunity will be offered to the successful candidate in accordance with Article 12.01 of the Collective Agreement. Upon successful completion, such employee shall be required to commit to perform the duties of a Live Haul driver subject to operational requirements. Any training required to obtain this Class 1 license will be provided at the Employer's cost.

In the event that the employee successfully completes the training program and subsequently leaves the employment of the Employer within a two-year period after completion of the training program, the employee agrees to reimburse the Employer the cost of tuition and related training fees. The Employer reserves the right to withhold these costs from any compensation owed to the employee by the Employer.

Both parties agree that in order to maintain driving skills if there is more than one employee trained as a relief Live Haul driver, any available driving hours will be shared amongst these relief drivers.

**LETTER OF UNDERSTANDING NUMBER 5**

**Live Haul Driver**

The Employer and the Union agree that if, for any reason, no qualified employee is available to perform the Live Haul Driver duties in order to meet operational requirements, the Employer reserves the right to obtain an outside contracted person to perform those duties on an interim basis.



## **LETTER OF UNDERSTANDING NUMBER 6**

### **Live Haul Drivers – Hours of Work**

The parties acknowledge the hours of work for Live Haul drivers may vary from that provided in Article 11 on those weeks where the processing plant is processing live poultry on four (4) days per week vs. five (5) days per week.

The hours of work on four (4) day processing weeks shall consist of four (4) shifts of either twelve (12) hrs and eleven and one half (11.5) hours to a maximum of forty-seven and one half (47.5) hours per week. Overtime at time and one half (1.5) shall be payable after twelve (12) hrs in one day or forty-seven and one half (47.5) hours in one week.

Live Haul Drivers shall be advised by Wednesday of the preceding week whether the processing plant is operating four (4) days or five (5) days and which days those are. The work schedule may be changed based on adverse weather or emergency shutdown on the same terms as the processing plant.

## **LETTER OF UNDERSTANDING NUMBER 7**

### **Replacement Drivers**

**The Employer agrees to post an opportunity for a casual backfill driver within its NAPE Processing Plant bargaining unit.**

**The role of the casual backfill driver is to assist with replacement of Live Haul Drivers who are absent on short term leaves (e.g. illness, injury or vacation).**

**The casual backfill driver shall remain as a member of the NAPE Processing Plant bargaining unit; however, the hours of work, overtime and wage provision of the NAPE Cochrane Pond collective agreement shall apply while working in the casual backfill driver role.**

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

**LETTER OF UNDERSTANDING NUMBER 8**

**Lunch Rooms**

**The Employer agrees to allow member of the bargaining unit access to the separate lunch facilities established for the catch crew once the same is feasible under occupational health and safety requirements. The parties acknowledge that this should be feasible following the lifting of social distancing requirements associated with COVID.**

**In the interim, the Employer agrees to undertake enhanced cleaning of the bargaining unit lunch rooms. The cleaning shall be done by non-bargaining unit members.**

**LETTER OF UNDERSTANDING NUMBER 9**

**Road Closures and Vacation Use**

**Whereas the use of annual leave/vacation pursuant to article 13 is generally limited to preapproved leave;**

**And Whereas the parties have agreed to make a limited exception to deal with certain cases of adverse weather conditions;**

**Now therefore the parties hereby agree as follows:**

- 1. Employees of the Cochrane Pond farm operation may use accrued vacation to cover off time lost arising from the Trans-Canada highway being closed under the circumstances set out below.**
- 2. Where the Trans-Canada highway between Cochrane Pond and the Employee's home is closed to all traffic as a result of storm conditions, and the employee has no other route to work, the affected employee shall be permitted to use accrued vacation leave to make up the time lost to these particular circumstances. Road closure shall be evidenced by the road closed flashing lights on the Trans- Canada immediately east of the Cochrane Pond highway exit being activated.**