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# A G R E E M E N T

THIS AGREEMENT MADE THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_

between:

**RICHARDSON *INTERNATIONAL LIMITED***, Lethbridge, Alberta  
(Hereinafter referred to as "The Company")

and:

**UNITED FOOD AND COMMERCIAL WORKERS CANADA UNION,  
LOCAL NO. 401**  
(Hereinafter referred to as "The Union")

## PREAMBLE

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees, to provide an amicable method of settling any grievances or differences which might possibly arise, to promote the mutual interests of the Company and the employees. The Company and the employees jointly recognize the continuing need for maintaining efficient production at all times and the necessity of rendering efficient service to the growers and consumers, and realizing their mutual responsibility pledge full co-operation to that end.

### Gender

Throughout this Agreement, the singular shall include the plural and the masculine gender shall include the feminine gender, or vice versa, as the context of this Agreement may require.

## Article 1 – Recognition

- 1.1 The Company recognizes the Union as the exclusive bargaining agent for all employees in the Lethbridge plant. The term "employee" as used in this Agreement shall be considered to include all employees in the plant appropriate for collective bargaining with the following exceptions:
- (a) Supervisor
  - (b) Office and administrative staff
  - (c) All Company personnel above the rank of Supervisor
  - (d) Certified Engineers
  - (e) Salesmen
  - (f) Personnel engaged for research and development or otherwise carrying on duties of a confidential nature
  - (g) Personnel that perform duties requiring specialized skills and/or equipment
  - (h) Office cleaners
  - (i) Security Guards
- 1.2 No employee, as excluded above, shall perform work in the Bargaining Unit except in the case of emergency, training, or where temporarily and for a short time the unexpected unavailability of Bargaining Unit employees will cause a loss of production. This is not intended to prevent non-bargaining unit employees from occasionally assisting in such work. When non-bargaining unit employees are found to be doing bargaining unit work, except as defined above, the Union dues will be paid for that week. Non-bargaining unit employees will be defined as outlined in Article 1.1.
- 1.3 The Company will not bargain collectively with any other labour organization affecting its employees during the life of this Agreement.
- 1.4 The Company agrees that it shall be a condition of employment that **all employees maintain** such membership **in the Union** as long as this Agreement is in effect and they are employed as a bargaining unit employee.

- 1.5 (a) Since the Union is recognized as the bargaining agent of the employees as defined in this Article, and in order to promote **a harmonious relationship between the Company and** employees, it is hereby provided that **all** employees hired, **by the Company into the bargaining unit**, shall pay such **Initiation Fees, assessments, and** Union dues as may from time to time be **determined** by the Union. **For greater clarity, all** employees coming within the scope of this Agreement shall pay Union dues the day they become employed by the Company.
- (b) The Company will request each new employee at the time of hiring to sign an authorization for the deduction of Union dues **and Union membership**. The Company will also deduct from each employee covered by this Agreement, the Union initiation fee. Such deduction of Union initiation fee will commence only after receipt from the Union of an authorization card duly signed by the employee.
- 1.6 All deductions shall be made weekly to coincide with each pay period. All sums deducted, together with a record of those from whom deductions have been made and the amount thereof, shall be forwarded monthly to the Local Union not later than the 15th day of the following month.

**The Company shall also provide a list of those members who have had Union dues deducted in the time period along with the following information in a format determined by the Union:**

- i. Name**
- ii. Addresses**
- iii. Phone Numbers**
- iv. Email Addresses**
- v. Social Insurance Numbers**
- vi. Union dues breakdown: Hours of Work, Weekly Dues, Dues Assessment, National Defence Fund, Initiation fees.**

- 1.7 A Negotiating Committee, not to exceed three (3) in number, and who shall be regular employees of the Company, shall be selected by the Union in a manner to be decided by them. The Company shall be kept informed by the Union of the personnel of that Committee.
- 1.8 The Company shall provide bulletin boards for the use of the Union at suitable places on the plant premises.
- 1.9 No employee shall be discriminated against or jeopardized in seniority standing or suffer loss of employment because of Union activities. The Company shall not ask employees to do anything that would prejudice their standing in the Union.
- 1.10 The Company agrees to display the U.F.C.W. label on Branded, Canadian products, produced in the Lethbridge plant, as new, or (new) replacement plates are introduced.
- 1.11 *The Company is committed to fostering an inclusive, respectful and safe work environment where employees are treated with dignity and respect. Employees have the responsibility to treat each other with respect, and to speak up if they or someone else is being treated inappropriately.***
- The Company considers all forms of discrimination, harassment, sexual harassment, and violence to be unacceptable. The Company will make every reasonable effort to protect employees against forms of discrimination, harassment, sexual harassment, and violence in the workplace and will identify, prevent, and minimize potential sources.***
- 1.12 *The Company will ensure dues and similar fee's deductions, or assessments are being made and remitted properly. The parties agree to work together to resolve any challenges. In the event of an error by the Company, the Company will ensure the Union is compensated for the shortfall.***



***The Company agrees to report on the T-4 slip of each affected employee, the respective amounts deducted on behalf of the Union.***

***Should the Union need to implement a different system/administrative process for Union dues or fee deductions, the parties will agree to meet and resolve.***

## Article 2 – Management

- 2.1 The Management and direction of the working forces, including the right to hire, suspend, or discharge for just cause; to assign to jobs; to transfer employees within the plant; to increase and decrease the working force; to determine products to be handled, produced, or manufactured, the schedules of production, and the methods, processes and means of production or handling; to establish, change, combine or eliminate jobs and job classifications; to introduce and utilize new equipment, machinery, processes, systems or methods, and to change or eliminate existing equipment, machinery, processes, systems or methods that are vested exclusively in the Company; provided this will not be used for the purpose of discrimination against any employee or to avoid any of the provisions of this Agreement.
- 2.2 There shall be no strikes, slow-downs, walk-outs, or lock-outs during the term of this Agreement and thereafter while negotiations are underway for renewal or extension thereof.

## Article 3 – Grievance Procedure

- 3.1 The Union Grievance Committee shall be the Union's Unit Chairperson, Chief Shop Steward, and the Shop Steward of the department in which the grievance arose or their designated representatives who shall be regular full time employees of the Company. Designated representatives will only be used in the event that the regular representative is anticipated to be absent. In the

event a designated representative of the departmental Shop Steward is required, that Steward will be replaced by another employee of the department in which the dispute takes place.

The Union agrees to promptly inform the Company of the Committee's membership and any changes thereto.

The Company agrees to promptly inform the Union of those Managers designated as Department Managers and designated representatives and any changes thereto.

- 3.2 (a) The Union will elect **or appoint** Shop Stewards in a manner determined by it. There shall be one from each department, except in **Food & Ingredients** where there may be one Shop Steward per main production shift. Shop Stewards shall be regular full-time employees of the Company. In addition, a Chief Steward shall be elected **or appointed** by the Union in a manner determined by it. The Union agrees to promptly inform the Company about the appointment of a Chief Steward and Departmental Stewards as they are elected and/or appointed.
- (b) The Company will provide an e-mail address for the Chief Steward and on a weekly basis, where there is discipline in that week, will provide a written summary of any disciplinary action against an employee covered by this Agreement if agreed to by the disciplined employee.
- (c) The Company will exercise its right to discipline an employee as quickly as is reasonably possible but this right will be exercised not later than fifteen (15) working days (M-F) of the Company becoming aware of the event giving rise to the disciplinary action. Where there is a suspension, it shall be served on consecutive scheduled workdays.
- 3.3 If the Shop Steward has been requested to be present at a disciplinary meeting by the employee being disciplined, the Company will provide a copy of any disciplinary letter to the Union.

If the employee being disciplined does not request that a Shop Steward be present during the disciplinary meeting, having exercised **their** right to privacy, then the Company will not provide a copy of any disciplinary letter to the Union that may be issued, unless specifically requested to do so by the employee.

- 3.4 One (1) year after (excluding absences due to W.C.B., STD, or LTD) the issuance of a disciplinary letter, the letter shall be removed from the employee's file.
- 3.5 Should differences arise between the Company and the Union as to the interpretation or application of, or compliance with, the provisions of this Agreement, there shall be no interruption or impeding of work, work stoppages, strikes, or lock-outs because of such differences, but an earnest effort shall be made to settle such differences quickly in the following manner:

Both parties mutually agree that all grievance matters **where possible** should be attempted to be resolved directly between the Supervisor and the employee prior to a formal grievance being filed.

### Step One

If the grievance is not satisfactorily resolved in discussion with the Supervisor or designate, the aggrieved employee **or the Union on their behalf** shall, within ten (10) working days (M-F) after the event giving rise to the grievance, or the day that the employee should have become aware of the event, present the grievance in writing to their Supervisor identifying the employees involved, alleged provisions violated, Union position and remedy sought. All grievances must be signed and approved by the Department Shop Steward, the designated Steward, or the full-time Union Representative, if the Steward or Union Executive is absent. Once received, the Supervisor must consult with the Manager and both are encouraged to confer with the employee and the designated Department Shop Steward, the designated Steward, or the full-time Union Representative if the Steward is absent.

The Manager will give their response in writing within five (5) working days (M-F) of receipt of the formal grievance with **and** a copy of which will be provided to the Chief Shop Steward, **the Union Representative**, and Human Resources.

### Step Two

If the grievance is not resolved at Step One, then the **Union shall submit the grievance**, to the Department Manager, or the designated representative **within five (5) working days**. The Company shall confer with the **Union Representative**, within five (5) working days (M-F) of receipt of the grievances or some mutually agreeable time in an attempt to resolve the grievance. Within ten (10) working days (M-F) of this meeting, the Company shall provide a response to the Union **Representative** in writing.

### Step Three

If the grievance is not satisfactorily resolved following the Company's response in Step Two, either the Company or the Union shall provide written notice of referral of the grievance to arbitration. Such notice of referral must be given no later than the twenty-five (25) working days (M-F) following the Second Step Company response.

**The** parties agree to the use of a single arbitrator. **The** written notice of referral of a grievance to arbitration, shall include a name or a list of names of the person or persons the party submitting the notice is willing to accept as the single arbitrator. If the parties are unable to agree on a person to act as a single arbitrator then the **Director of Mediation Services**, for the Province of Alberta, may be requested by either party to appoint a single arbitrator.

Deadlines related to the above-noted steps may be extended by written mutual agreement by the Company and the Union office.

3.6 When settlement is reached at any stage of these procedures, such settlement shall be final and binding, it being understood that no settlement will be made unless the Chief Steward and the Union, is aware of the terms of the settlement **and has agreed to it.**

3.7 Power of the Single Arbitrator

It shall be the function of the single arbitrator to make a decision in cases of alleged violations of the specific Articles and Sections of this Agreement.

- (a) The single arbitrator shall have no power to add to, subtract from, amend, disregard, alter, or modify any of the terms of this Agreement.
- (b) The power of the single arbitrator shall be limited to deciding whether the Company, the Union, or the employee has violated the expressed Article(s) or Section(s) of the Agreement and its decision shall be rendered in accordance with the terms and conditions of this Agreement. It being understood that any matter not specifically set forth herein remains within the reserved rights of the Company.
- (c) In the event that a case is appealed to an arbitrator on which **they have** no power to rule, the matter shall be referred back to the parties without the decision or recommendation on its merits.
- (d) Where an employee has been suspended or dismissed for **reasons** other than just cause, the single arbitrator:
  - (i) May direct the Company to reinstate the employee and pay to the employee a sum equal to **their** wage loss by reason of **their** suspension or dismissal or such lesser sum as, in the opinion of the arbitrator, is fair and reasonable; OR

- (ii) May make such other directive varying the penalty as **they** consider fair and reasonable having regard to the terms of the Collective Agreement.

- 3.8 The decision of **the** single arbitrator shall be final and binding upon the parties and the employees.
- 3.9 The fees and expenses of the arbitrator shall be shared equally by the Company and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.
- 3.10 Grievances shall be deemed to have lapsed if the specified time limits in this Article are not followed by either the Company or the Union. Lapsed grievances must be confirmed in writing and shall be considered resolved on a “without prejudice” basis against the party that missed the time limit. The grievance will then be resolved at the current position of the other party at the time of the lapsing, or a mutually agreed resolution.
- 3.11 When a grievance affects the pay of an employee and is not amicably disposed of within two (2) working days (M-F), but subsequently is settled satisfactorily, and, as a result of such settlement, the pay of such employee is increased, such increases shall be retroactive twenty-one (21) working days prior to the date the grievance was filed, or to the date the employee was otherwise entitled, whichever is shorter.
- 3.12 Grievance work for Step 1 and Step 2 of the grievance procedure shall be done on Company time without the loss of pay during regular working hours. An aggrieved employee, and any **Shop Steward** coming in during time off to process a grievance shall be paid at their regular rate for time spent at Steps One and Two of the grievance procedure.

A Shop Steward or other representative of the **Union** may discuss a grievance with the Company or employee during working hours as long as **they have** notified **their** Supervisor and the employee’s

Supervisor as to which grievance **they** will be discussing, where such discussions will take place, and approximately how long **they** will be away from the job. If the Union Representative has to meet with an employee then the Union Representative and the employee must receive permission from **their** immediate Supervisor to do so. Such permission will not be withheld for longer than two (2) hours.

3.13 Representatives of the Union, **including Shop Stewards** may initiate discussions with the Company on any matter which comes to their attention.

3.14 The aggrieved employee may be present during any steps of the grievance procedure should the Company, Union, or the employee so desire.

The Union assures the Company that only affected grievors that are required to be at grievance meetings will be there. In the case of **group** grievances it is understood that in most cases it would not be necessary for all grievors to attend.

3.15 When a meeting date pertaining to a grievance has been agreed to by the Company and the Union, and such meeting is postponed at the convenience of the Company, then any employee coming in on scheduled time off to process the grievance shall receive the applicable wage rate equal to one (1) hours regular pay.

#### Article 4 – Wages

4.1 Attached to this Agreement shall be the Wage and Classification Schedule, which is an integral part of this Agreement.

4.2 An employee required to fill another job paying a higher rate of pay temporarily and for a period of two (2) hours or more per shift, shall receive the higher rate of pay, but should any employee be required to fill a job paying a lower rate of pay temporarily, **their** regular rate shall not be changed.

- 4.3 (a) When an employee is transferred or promoted to a posted position, it will be necessary for the employee to demonstrate competence in the performance of the job. ***The employee will receive the new rate of pay as provided in the wage classification schedule immediately upon transfer.*** It is mutually recognized that the period of time before an employee demonstrates competence will differ from employee to employee and from job to job, however, such probationary period will generally not exceed four-hundred eighty (480) hours worked in the new position. Competence will be determined by the Company ***in accordance with the Company training manuals and verification documents.***

Where an employee fails to demonstrate competence as outlined above, the employee will be placed back onto the job previously held by that employee. If the job previously held no longer exists, the employee will be placed as per the provisions of Article 10.4.

***The Company agrees to act reasonably with respect to the above. The Company further agrees to provide the Union with a copy of any relevant training modules and manuals upon request.***

- (b) If the transfer or promotion is to a job requiring an Alberta Trade Certification the employee transferred or promoted will be paid the new rate immediately, however, will be required to demonstrate competency as outlined in Article 4.3(a) and Article 8.

4.4 All employees shall be paid regularly weekly on every Friday, no later than 2:00 PM. All employees will be paid by direct deposit. Should a payday, however, fall on a paid holiday, it is agreed that the earliest previous banking day shall become payday.

4.5 The pay slip of each employee shall show each of the following clearly and in a manner readily understandable to the employee:



- (a) All regular hours worked and regular pay;
- (b) All overtime hours worked and overtime pay;
- (c) All “call-in” pay;
- (d) All “emergency call-in” pay;
- (e) All shift premium pay;
- (f) All other monies paid, such as statutory holiday and/or vacation pay, meal allowances, etc.;
- (g) An itemized list of any and all deductions and reasons deducted.

4.6 The Company shall pay a shift premium as provided for in the Wage and Classification Schedule to all hourly rated employees for all hours worked on any shift commencing between 2:00 PM (1400 hours) and 6:00 AM (0600) hours.

4.7 The Company shall pay to all hourly rated employees a premium above their regular basic rate for all regular hours worked on Saturday or Sunday. The premium to be calculated as follows:

From 0001 hours Saturday to 2400 hours Saturday – \$1.60 per hour  
From 0001 hours Sunday to 2400 hours Sunday – \$1.85 per hour

4.8 Any employee who experiences a work related injury shall be paid by the Company for any scheduled hours lost on the day of the accident.

4.9 Designated Leadhand

(a) Employees designated by the Company to act as Leadhands will be paid a premium in the amount of one dollar seventy-five cents (\$1.75) per hour above the hourly rate for all hours worked while assuming Leadhand responsibilities. This will be paid strictly as a “premium” and will therefore be paid in addition to other premiums and overtime rates, but will not be pyramided.

(b) The duties of a Leadhand will be assigned by the department Supervisors. These duties will include giving instruction to

employees assigned to the Leadhand and coordinating their activities to achieve the objectives directed by Management, however, will not include the discipline of other Bargaining Unit employees.

Specific responsibilities and duties of the designated Leadhands will be assigned by Supervisory or Management Staff and may include the following:

- (i) Maintain pre-arranged production schedules, ensuring quality and quantity standards are met.
  - (ii) Ensure Company policies and procedures are adhered to.
  - (iii) Re-schedule production and re-assign personnel as directed by Management to minimize production downtime and optimize productivity.
  - (iv) Ensure all logbooks, reports, schedules, etc., are filled out as required.
  - (v) Coordinate as necessary to handle maintenance problems in a timely and effective manner.
  - (vi) Contact Department Supervisor/Manager as required to handle production or personnel problems arising within the work area. Personnel problems will relate to replacement of employee absences, injuries, illnesses or other unusual occurrences, and safety as it affects employees.
- (c) It is understood that the designation must be mutually agreeable to both parties involved.

## Article 5 – Hours of Work and Overtime

5.1 Weekly hours of work shall be as reasonable and practicable over the entire plant as possible. The Company shall provide the Union with a schedule setting forth the normal daily hours of work for every department or for groups of individuals within a department indicating the normal times for work to begin and end on every day in the week. The hours of work may vary from department to department but for:

(a) Eight (8) Hour Workers

Shall not total more than forty (40) hours per any payroll week, nor more than eight (8) hours per payroll day.

Hours will be calculated as follows:

- (i) All hours worked in excess of forty (40) hours per payroll week up to and including forty-eight (48) hours shall be paid at one and one half (1.5~~X~~) times regular rate.
- (ii) All hours worked in excess of forty-eight (48) hours per payroll week shall be paid for at two (2~~X~~) times regular rate.
- (iii) All hours worked in excess of eight (8) hours per payroll day up to and including twelve (12) hours shall be paid for at one and one half (1.5~~X~~) times regular rate.
- (iv) All hours worked in excess of twelve (12) hours per payroll day shall be paid for at two (2~~X~~) times regular rate.

(b) Twelve (12) Hour Workers

Shall not total more than thirty-six (36) hours in one payroll week, or in excess of forty-four (44) hours in the other payroll week, nor more than twelve (12) hours per payroll day.

Hours will be calculated as follows:

- (i) All hours worked in excess of thirty-six (36) hours in one payroll week up to and including forty-four (44) hours, or in excess of forty-four (44) hours in the other payroll week up to and including fifty-two (52) hours shall be paid for at one and one-half (1.5~~X~~) times regular rate.
- (ii) All hours worked in excess of forty-four (44) hours in one payroll week, or in excess of fifty-two (52) hours in the other payroll week, shall be paid for at two (2~~X~~) times regular rate.
- (iii) All hours worked in excess of twelve (12) hours per payroll day up to and including sixteen (16) hours, shall be paid for at one and one half (1.5~~X~~) times regular rate.
- (iv) All hours worked in excess of sixteen (16) hours per payroll day shall be paid for at two (2~~X~~) times regular rate.
- (c) It is understood that the Company will not unilaterally change employees to a compressed work week schedule or change the start and end times of an existing compressed work week schedule without the approval of the Union and the consent of the majority of the employees affected by such a change.
- (d) It is the Company's intention to provide its employees with consecutive days off whenever possible. Should business conditions or an emergency dictate otherwise, the Employee affected will be notified at the earliest possible moment. Once the emergency or business condition is resolved, the Company will return to consecutive days off.
- (e) A payroll week shall be from 0000 hours Monday to 2400 hours Sunday. A payroll day shall be from 0000 hours to 2400 hours. When a shift begins in one payroll day and ends in another payroll day, that shift will be calculated in the payroll day where

the majority of the scheduled hours are worked, including paid holidays.

No employee will be allowed to work in excess of sixteen (16) hours in a payroll day or seventy-two (72) hours in a payroll week unless in an emergency situation and mutually agreed.

An eight (8) hour rest period will be required between the end of a shift and the start of a shift, unless in an emergency situation and mutually agreed.

- (f) All employees shall complete all crossover procedures and documentation for the incoming shifts as part of the regular shift prior to leaving the production floor.

5.2 Employees shall not be required, except in the case of emergency, to work more than five (5) hours without a thirty (30) minute meal period. The Company shall also provide one (1) fifteen (15) minute rest break prior to the meal period and one (1) fifteen (15) minute rest break after the meal period except in the case of emergency. Breaks will not be fixed; they will be flexible and staggered to be taken approximately every two (2) hours. A twelve (12) hour worker shall have five (5) rest breaks consisting of four (4) fifteen (15) minute rest breaks and one (1) thirty (30) minute meal break. All rest periods will be paid. Meal periods will not be paid, except for employees whose regular schedule requires them to be available to meet the needs of the business during meal periods.

An eight (8) hour employee required to work in excess of ten (10) hours or fourteen (14) hours in the case of the twelve (12) hour employee, will be provided with a meal of approximately a fifteen (\$15.00) dollar value or an allowance of fifteen (\$15.00) dollars to be included in the pay cheque.

### 5.3 Shift Schedules

The following procedure will be followed when the Union requests to change and/or introduce a new schedule:

- (a) The Union Negotiations Committee must first submit, to the appropriate Manager, a list of all the affected employees indicating a signed majority in favour of the shift change.
- (b) Once the above list has been submitted to the Manager, there will be a decision made within ten (10) working days (M-F) as to the granting or denying of the request.
- (c) Approved shift changes will be implemented for up to six (6) months on a trial basis. Either party, during or following the trial period, upon thirty (30) days written notice, may cancel the shift change.

5.4 Any employee called to work outside of their normally scheduled hours shall receive one and one-half (1.5~~X~~) times the regular rate of pay for those hours worked outside *their* normal scheduled hours.

The schedule may be altered from time to time to meet the needs of the business. However, the Company agrees that no schedule shall be changed without twenty-four (24) hours notice. If a schedule is changed without such required notice, the employee will be paid as detailed previously in this Article.

5.5 An employee required to work a twelve (12) hour shift schedule shall be paid for their hours on the basis of their schedule at the start of the payroll week.

5.6 Employees called to work shall be guaranteed four (4) hours pay for that day at the applicable rate plus any premiums, if they apply.

5.7 For the purpose of calculating overtime, the following will be computed:

- (a) Hours paid for a paid holiday when the employee is not scheduled to work their regular shift that falls on a paid holiday;

- (b) Hours worked for a paid holiday when the employee is scheduled to work their regular shift that falls on a paid holiday.**
- (c) Hours paid for vacation;**
- (d) Time lost due to Workers Compensation;**
- (e) Time spent in training seminars, at the Company's request, including travel time as determined by the Company;**
- (f) Hours paid as rest period as a result of emergency call-in.**

An employee will not, under any circumstances, have any of **their** days off or days on rescheduled to a paid holiday unless otherwise agreed by the employee and the Company.

5.8 Overtime will be allocated to the willing, available, qualified employee(s) performing work in the classification in which the overtime work is needed. This will be done on rotation basis commencing with the senior employee and moving to the next senior employee(s). The rotation cycle will start over each week, commencing at Monday 0000 hours. If employees cannot be found to perform the required overtime work, the Company may assign the junior, capable, qualified employee to perform the work. However, no employee will, in any event, be required to work in excess of four (4) hours overtime in one (1) day, nor in excess of eight (8) hours overtime in any one (1) week. An Employee will not be required to work overtime if the employee has a scheduled medical appointment.

A shift extension can be scheduled, to a maximum of four (4) hours, at the end of a scheduled shift. Overtime will be allocated to the willing, available, qualified employee(s), on that shift, performing work in the classification in which the overtime work is needed. This will be done on rotation basis commencing with the senior employee on the shift and moving to the next senior employee(s) on the shift. Shift extensions will not affect the daily or weekly overtime rotation.

- (a) The maintenance department will continue to follow departmental practices related to work completion at the end of a shift involving overtime.**

5.9 There shall be no pyramiding of overtime or premium rates. Where under this Agreement two (2) or more categories of overtime and/or premium rates are applicable, they shall not be duplicated or compounded.

5.10 Overtime pay may be banked at the employee's request, between January 1<sup>st</sup> and November 30<sup>th</sup> of each year of the Collective Agreement and a maximum of forty-eight (48) hours each year can be used to cover time off in increments of one (1) shift, under the following guidelines:

(a) Requests for banking overtime pay must be completed on the appropriate form prior to the end of the current pay period.

(b) Requests, in writing, may be made for any amount of banked overtime pay hours to be paid out on the next regular scheduled pay period. Requests must be made no later than the Friday prior to the pay period that the pay is to be included with.

(c) Any unused banked overtime pay will be paid out at the earned rate on the last pay period of **December**.

(d) Banking of overtime pay will only be allowed when the overtime being banked is as a result of having worked overtime hours as per the provisions of Article 5.1 and Article 5.11 (actual hours worked only).

**(e) The Company shall not reasonably deny a request to use banked overtime pay in accordance with 5.10 (a).**

5.11 Plant Services personnel who are called in to work solely in response to an emergency (ECI), at any time outside of their normal working hours, shall be deemed to have worked a minimum of a four (4) hour shift.

Actual hours worked for the emergency (ECI) shall be paid at two (2X) times their regular rate of pay. If worked hours total less than



the minimum, four (4) hours, then the difference shall be paid at their regular rate of pay. An emergency (ECI) shall begin when an employee swipes in and ends when the employee swipes out at the earliest of:

- (a) When the emergency is over;
- (b) When relieved of the emergency (ECI) by Company;
- (c) At the start of the regular shift.

Should a further emergency occur while the employee is at work, this will be deemed to be part of the original call-in. This will be confined to actual emergencies that occur while the employee is in the plant on an emergency call-in, however, the Company will limit the work done on the call-in to emergency work.

Employees called back for an emergency (ECI) requiring them to work any hours between 0000 hours and 0400 hours shall be entitled to an eight (8) hour rest period, immediately following the ECI, before returning to work on their normal shift. If an employee has more than one (1) ECI the rest period shall start at the end of the last ECI.

When called for an ECI requiring them to work after 0400 hours the employee will work until the ECI is over and then go home or may choose to commence their regular scheduled shift immediately following the ECI. Employees having a rest period that is part of their regular scheduled shift will be paid for those hours as if they had worked.

**5.12 *Employees who agree to work an overtime shift in advance during a regular work week or during a week which contains a statutory paid holiday(s) will follow all Company directed attendance reporting procedures. It is understood between the parties that an agreement to work an overtime shift becomes a scheduled shift and failure to report or advise an absence in advance is subject to the normal attendance policy.***



(d) The Company shall provide ninety-six (96) hours notice to any changes in the schedules prior to the following Statutory Holidays:

- (i) Christmas Day
- (ii) Boxing Day
- (iii) New Year's Day

6.3 If an employee fails to report for work for **their** last scheduled shift prior to, and **their** next scheduled shift after such holiday, the employee will forfeit pay for the holiday(s) provided for in above, unless:

- (a) By prior arrangement, consent by Management to take this time off has been granted.
- (b) The absence is a direct result of a verifiable accident or verifiable sickness.

## Article 7 – Vacation

7.1 The Company shall provide vacation with pay as follows:

- (a) Employees with less than one (1) year of service on termination shall receive four (4%) percent of their regular pay for the period of employment.
- (b) Those employees with more than one (1) year of service on termination shall receive vacation pay calculated as a percentage of regular pay, from the date of termination back to January 1<sup>st</sup> of the calendar year of termination. The percentage rate shall be based on years of continuous service prior to January 1<sup>st</sup> of the calendar year of termination as follows:
  - (i) One (1) or more years of service – 4%
  - (ii) **Four (4)** or more years of service – 6%
  - (iii) Ten (10) or more years of service – 8%









## Article 8 – Seniority

8.1 All newly-hired employees will be considered to be on probation and will not be subject to the seniority provisions of this Agreement until the employee has completed eight hundred (800) accumulated hours worked following the employee's first date of hire.

Upon completion of such probationary period, employees hired into a posted position will have their name placed on the seniority list. The employee's seniority date will be the first date of hire.

All other probationary employees hired will be paid the probationary rate as per Article 19 – Wages and Classifications and will be considered to be on probation as outlined above with benefits to commence the first of the month following the accumulation of eight hundred (800) hours worked.

Until any probationary employee completes the probationary period, the employee may be terminated from the Company without recourse to the grievance procedure and the Company is under no obligation to rehire.

Any one who is re-hired after at least six (6) months without any hours worked will be subject to the provisions of this Article as a newly-hired probationary employee.

8.2 The Company shall maintain a revised seniority list which shall be posted on each plant bulletin board with a copy sent to the Union office at the beginning of each quarter of the year.

8.3 The seniority rights of an employee shall be considered broken, all rights forfeited, and there shall be no obligation to rehire when an employee:

(a) Voluntarily leaves the service of the Company or is discharged for cause.







8.5 When an employee is transferred by the Company to a position outside the Bargaining Unit, and within twelve (12) months inclusive from such date is returned to the Bargaining Unit, the employee shall return to their former position, or one comparable, without loss of seniority.

## Article 9 – Transfers, **Promotions, and Training**

9.1 Promotions, transfers, and vacancies of six (6) months or greater within the bargaining unit shall be filled on the basis of seniority, provided that the employees possess the measurable capabilities and reasonable qualifications to do the job as determined by the Company and have the ability to demonstrate competence reasonably quickly as discussed in Article 4.3.

9.2 However, in the event that there are no applicants or that none of the applicants have sufficient ability to perform the work in question, the Company reserves the right to fill the vacancy from any source.

9.3 All newly created positions and/or vacancies that occur in existing positions which the Company decides to fill and are expected to be greater than a six (6) month duration, shall be posted for a period of seven (7) days. Employees interested in these open positions must inform the Company of their interest by completing a bid form furnished by the Company, within the above-noted time frames.

The Company will provide the Union with a copy of the job posting, a list of the employees who have bid on the vacancy, and a list of the successful candidate(s).

9.4 All employees with seniority shall have an equal right to apply for vacant positions in accordance with the procedures above.

9.5 ***Training opportunities will be determined by the Company and offered based on operational requirements and the business' needs. The Company will endeavor to provide training opportunities on the basis of seniority, provided operational***









## 11.4 Leave of Absence for Position with the Union

Employees, not to exceed two (2) from the plant who are elected or appointed to a full-time position with the Union or a full-time position to represent the U.F.C.W. with the C.L.C. or one of its chartered bodies, shall upon thirty (30) days notice be granted leave of absence, without pay or benefits, providing leave of absence does not result in a business interruption. The leave of absence cannot exceed a one (1) year period or the term of this Agreement, unless mutually agreed upon by the Company and the Union. Such employees, within one (1) month's notice of their desire to return to work with the Company shall, subject to their seniority, providing they can satisfactorily perform the required work, be placed on the job previously held, or one at an equal rate of pay. If the employee would not otherwise have retained **their** previous job and is not placed on a job **they** can satisfactorily perform, **the employee** shall be placed on a job **they** can satisfactorily perform subject to seniority. Those on such leave will accumulate seniority for a period up to six (6) months and in addition will retain the seniority possessed at the time such leave of absence was granted.

## Article 12 – Safety and Welfare

- 12.1 (a) The Company shall make reasonable provision for the safety and health of the employees during the hours of their employment. Protective devices and other equipment deemed necessary to properly protect employees from injury shall be provided by the Company.
- (b) If protective measures as provided by the Company are found to be not sufficient to protect clothing, the Company is to supply wearing apparel for all employees, always providing that the employee carries out instructions in connection with the operation and the protective measures so provided.
- (c) There shall be equal or greater employee representation on the joint Safety Committee who shall meet as per legislated









and/or Federal source deductions. The cost to administer the LTD Plan would be shared between the Company and the employee at a 75%/25% cost share. It is a condition of employment that all employees covered by this Agreement are insured under the LTD Plan.

- (b) Details of the LTD Plan such as definitions of Disability, Rehabilitation, Benefits Conversion Privilege on termination of employment, Recurrence of Same or Related Disability and Exclusions will be contained in the Plan Master Policy held by the Company.

\* If the illness or injury prevents an employee from performing the essential duties of **their** own occupation.

## **12.6 UFCW Health & Safety Education and Training Fund**

***The Company agrees to contribute five (\$0.05) cents per hour for every regular hour worked by members of the UFCW Local 401 to the United Food and Commercial Workers Canada Union, Local No. 401, Health, Safety and Education Training Fund.***

- 12.7** The STD and LTD Plans and subsequent amendments shall continue in force during the life of this Agreement.

## **Article 13 – General**

- 13.1** An employee summoned to appear in the Province of Alberta as a witness during court proceedings or to serve jury duty up to a maximum of ten (10) days, shall be paid the difference between what **they** would have earned for **their** regular hours and the fee received. The Company will require the employee to furnish a certificate of service from an officer of the court before making any payment under this Article. Whenever practicable, the employee will be required to attend for work during those working hours that **the employee** is not required to attend the court proceedings.







- 14.4 Compensation for carrying the cell phone will be paid as follows:
- (a) Monday through Sunday – one (1) hour at Richardson **International Limited** Journeymen rate per day except as per item (b) below.
  - (b) Statutory Holiday Week – three (3) hours at Richardson **International Limited** Journeymen rate per statutory day during the assigned week period.
- 14.5 New trade personnel will not be placed on the on-call rotation until deemed qualified, as determined by the Company.

### Article 15 – Severance Pay

When the introduction of new equipment makes a material change which is expected to result in the elimination of a department or a job in the plant or a reduction in the number of employees in the plant, the Company will inform the Union of such change as much in advance as possible of the change and the parties will discuss what is expected to take place and how the matter may best be handled. Employees, who have one (1) or more years of seniority who are affected by such change and who cannot be placed in a job in the plant, will receive severance pay in accordance with severance pay provisions below.

When as a direct result of the introduction of new equipment an employee's job is eliminated, the Company will make every effort to re-train the displaced employee in another job in the plant.

When as a direct result of the introduction of new equipment a job is discontinued and the incumbent is transferred to a lower rated job or when the incumbent in a job that is reduced in value following a technological innovation continues on the changed job, **their** rate shall not be reduced for a period of twelve (12) months including lay-off provided that the employee does not decline an opportunity to subsequently transfer to a job rated higher than the job **they are** performing.



## Plant Closing - Severance Pay

If it becomes necessary to close the plant or a portion of the plant and it is not expected that those affected will be re-employed, a separation allowance will be paid to employees who have one or more years of seniority subject to the following:

- 1) They are employees of the Company within the terms of the Collective Agreement at the time of the shutdown.
- 2) They have not refused an offer of employment in the Company in the same plant or in another unit of the business, the location of which is reasonably accessible to the location of the place of employment from which the employee is being separated.
- 3) They have not been granted retirement or pension.
- 4) In order to qualify for separation allowance, employees will continue to work in a satisfactory manner as long as required.

Employees who accept separation pay under the provisions of this Article shall on so doing terminate their seniority and employment relationship with the Company and shall have no further rights under this Agreement or under any other Agreement between the signing parties.

In the event of a plant closing under this provision, the Company will give the Union as much notice as possible in advance of the contemplated closing and the parties will discuss what is expected to take place and how the matter may best be handled.

Separation allowance shall be two (2) weeks pay per year of completed service. Incomplete years will be paid on a pro-rated basis.

Severance pay shall be paid in one sum. The full amount will be paid at the time an employee is severed unless the employee elects to delay receiving the severance pay. In that event, the full amount will be paid immediately











## Journeyman

Employees in this classification must possess recognized trade qualifications such as millwrights, machinists, welders, mechanics, or electricians.

## Apprentices

The following rates will apply:

Year 1	60% Journeyman Rate
Year 2	70% Journeyman Rate
Year 3	80% Journeyman Rate
Year 4	90% Journeyman Rate

All employees who undertake an apprenticeship, shall have their wage rate “red circled” at the rate the employee was paid immediately prior to commencement of the apprenticeship.

The requirements and the number of personnel in the various maintenance categories, shall be at the discretion and needs of the Company, subject to the right of appeal by the Union through the grievance procedure. Any employee undertaking apprenticeship training leading to Journeyman qualification at the request of the Company shall, upon successfully completing such training, and once in receipt of a Journeyman ticket, be placed in the Journeyman category.

## Benefit Change During Term of Agreement

### 1. Dental Plan

- (a) Maximum benefit \$2,100.00.
- (b) The dental fee schedule will be based on the current Canadian Life and Health Insurance Associations Dental Fee Guide.

### 2. Long-Term Disability

- (a) Maximum benefit level \$3,000.00.







# RICHARDSON *INTERNATIONAL* LIMITED

## WAGE AND GRADE SCHEDULE

	Grade	Current Wage	1-Sep-19	1-Sep-20	1-Sep-21	3-Feb-22	1-Sep-22	1-Sep-23	1-Sep-24
<b>Food and Ingredients</b>			<b>2.25%</b>	<b>2.75%</b>	<b>3%</b>		<b>2.5%</b>	<b>2.5%</b>	<b>2.5%</b>
Shipper / Receiver Coordinator	20	31.92	32.64	33.54	34.55	34.55*	X	X	X
Shipper / Receiver Coordinator	15		X	X	X	31.87	32.67	33.49	34.33
Shipper / Receiver	12	27.97	28.60	29.39	30.27		31.03	31.81	32.61
Operator 1	18	30.92	31.62	32.49	33.47		34.31	35.17	36.04
Operator 2	15	29.45	30.11	30.94	31.87		32.67	33.49	34.33
Operator 3	10	26.98	27.59	28.35	29.20		29.93	30.68	31.45
Operator 4	6	25.00	25.56	26.26	27.05		27.73	28.42	29.13
Operator 5		22.26	22.76	23.39	24.09	24.09*	24.69	25.31	25.94
Operator 5.1		21.62	22.11	22.72	23.40	23.40*	23.99	24.59	25.21
Operator 5.2		20.96	21.43	22.02	22.68	22.68*	23.25	23.83	24.43
Operator 5.3		20.64	21.10	21.68	22.33	22.34*	22.89	23.46	24.05
Operator 6		17.87	18.27	18.77	19.33	20.00	20.50	21.01	21.54
<b>Quality Assurance</b>									
QA Technician	12	27.97	28.60	29.39	30.27		31.03	31.81	32.61
<b>Plant Services / Utilities</b>									
Millwright	32	37.82	38.67	39.73	40.92		41.94	42.99	44.07
Electrician	32	37.82	38.67	39.73	40.92		41.94	42.99	44.07
Journeyman	30	36.84	37.67	38.71	39.87		40.87	41.89	42.94
3 <sup>rd</sup> Class Engineer	29	36.35	37.17	38.19	39.34		40.32	41.33	42.36
Warehouseman	16	29.93	30.60	31.44	32.38		33.19	34.02	34.87
Shipper/Receiver	12	27.97	28.60	29.39	30.27		31.03	31.81	32.61
Operator 5 (Warehouse)		22.26	22.76	23.39	24.09		24.69	25.31	25.94
<b>RBD</b>									
RBD Operator	16	29.93	30.60	31.45	32.39		33.20	34.03	34.88
<b>Material Handling</b>									
Material Handler	10	26.98	27.59	28.35	29.20		29.93	30.68	31.45
<b>Crushing / Extraction</b>									
Lead Operator (Extraction)	16	29.93	30.60	31.45	32.39		X	X	X
Lead Operator (Extraction)	18		X	X	X	33.46	34.30	35.15	36.03
Crush Operator	12	27.97	28.60	29.39	30.27		31.03	31.81	32.61

**\*denotes legacy rates where individual employees will be impacted by red circling**



## **Letters of Understanding**

### **Letter of Understanding #1 – Operations Development Program**

***Non-union employees participating in the Company's Operations Development Program (or similarly named), upon notice to the union, shall be permitted to complete bargaining unit work for learning purposes provided no bargaining unit employee is affected as a result. The Union has the right to immediately terminate this provision if it believes it is being used to circumvent the Collective Bargaining Agreement.***

### **Letter of Understanding #2 – Employee Orientation**

***The Company shall introduce all new employees to a Union Steward during the Companies orientation. The Union Steward shall be allowed fifteen (15) minutes to introduce themselves and the Union to the Employee, the Company shall not unduly interfere with the introduction. Introduction will include:***

- ***Copy of the CBA***
- ***Union Introduction Letter***
- ***Review of basic company policies and procedure***

***New member introduction will not unduly interfere with the Stewards regular duties.***

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

For the Company:

For the Union:

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Company Committee:

Bargaining Committee:

***Al Wilhelm***  
***Gary Tomasta***  
***Linda Borggard***  
***Heather Dezan***  
***Adam Tabor***

***Rob Brown***  
***Marc Leclair***  
***Travis Wright***  
***Jaclyn MacMillan***  
***Bill Bennett***  
***Chris O'Halloran***

***This Agreement was Ratified on February 3, 2022.***