

# COLLECTIVE AGREEMENT

BETWEEN

Canada Malting Co. Limited  
Calgary, Alberta

AND

United Food and Commercial Workers  
**Canada** Union, Local No. **401**

Renewal: March 31<sup>st</sup>, **2022**

## Table of Contents

<u>Article</u>	<u>Description</u>	<u>Page #</u>
<b>1</b>	Management's Right Clause	1
<b>2</b>	Membership	2
<b>3</b>	Bargaining Unit Work	3
<b>4</b>	Hirings, Postings, and Transfers	3
<b>5</b>	Work Performance	7
<b>6</b>	Discipline and Discharge	7
<b>7</b>	Layoffs, Recalls, Terminations, Plant Closures, Partial Plant Closures, Positions Affected By Volume Loss Or Production Adjustments	8
<b>8</b>	Clothing and Equipment	13
<b>9</b>	Hours of Work	14
<b>10</b>	Holidays	23
<b>11</b>	Wages	25
<b>12</b>	Personal Days Off and Leave of Absence	27
<b>13</b>	Vacations	29
<b>14</b>	Union Leave of Absence	32
<b>15</b>	Jury Duty and Bereavement Leave	33
<b>16</b>	Health & Safety	34
<b>17</b>	Insurance, Health, and Pension Benefits	39
<b>18</b>	Grievance Procedure	44
<b>19</b>	Contracting Out	49
<b>20</b>	Training Committee	49
<b>21</b>	<b><i>Strikes and Lockouts</i></b>	50
<b>22</b>	Duration - Termination	51
	Letters of Understanding	53

<u>Alphabetical Index</u>		
<u>Description</u>	<u>Article</u>	<u>Page #</u>
12-Hour Shift Work	<b>9.01 (c)</b>	16
Alberta Health Care Insurance Plan	<b>17.01</b>	40
Apprenticeship - Letter of Understanding #1	LOU#1	53
<b><i>Bargaining Committee Day in Lieu - Letter of Understanding #7</i></b>	<b>LOU#7</b>	60
Bargaining Unit Work	<b>3</b>	3
<b><i>Bulletin Boards</i></b>	<b>18.06</b>	48
Call Back/Call In	<b>9.10</b>	22
Clothing and Equipment	<b>8</b>	13
Compassionate Care Leave	<b>12.03</b>	28
Contracting Out	<b>19</b>	49
Dental Plan	<b>17.05</b>	41
Discipline and Discharge	<b>6</b>	7
Duration - Termination	<b>22</b>	51
<b><i>Eight (8) Hour Shifts</i></b>	<b>9.01 (a)</b>	14
Emergency Breakdowns	<b>9.10 (2.)</b>	22
Grievance Procedure	<b>18</b>	44
Group Life Insurance	<b>17.07</b>	41
Group RRSP	<b>17.10</b>	43
Health & Safety	<b>16</b>	34
Hirings, Postings, and Transfers	<b>4</b>	3
Holidays	<b>10</b>	23
Hours of Work	<b>9</b>	14
Hours of Work - Laboratory	<b>9.09</b>	20
Insurance, Health, and Pension Benefits	<b>17</b>	39
Job Postings	<b>4.02(a)</b>	4
<b><i>Joint Health and Safety Committee</i></b>	<b>16.04</b>	35
Jury Duty and Bereavement Leave	<b>15</b>	33
Lab Closure	<b>7.04 (b)</b>	12
Layoffs, Recalls, Terminations, Plant Closures, Partial Plant Closures, Positions Affected By Volume Loss Or Production Adjustments	<b>7</b>	8

<u>Alphabetical Index</u>		
<u>Description</u>	<u>Article</u>	<u>Page #</u>
<b><i>Locking Union Bulletin Board Keys - Letter of Understanding #6</i></b>	<b><i>LOU#6</i></b>	59
Management's Right Clause	<b>1</b>	1
Membership	<b>2</b>	2
Milestone Recognition	<b>17.06</b>	41
<b><i>New Member Orientation</i></b>	<b>18.09</b>	49
New or Revised Job Classifications	<b>11.07</b>	27
Off-Shift Bonus	<b>11.04</b>	26
<b><i>Outside Services - Letter of Understanding #4</i></b>	LOU#4	57
Overtime	<b>9.02</b>	18
<b><i>Overtime Corrections - Letter of Understanding #5</i></b>	<b>LOU#5</b>	58
Partial Plant or Department Closure	<b>7.05</b>	12
Pension Plan	<b>17.10</b>	42
Permanent Lay-Offs - Letter of Understanding #2	LOU#2	55
Permanent Replacements	<b>4.02(a)</b>	4
Personal Days Off and Leave of Absence	<b>12</b>	27
Plant Closure	<b>7.04 (a)</b>	10
Positions Affected by Volume Loss or Production Adjustments	<b>7.06</b>	12
<b><i>Positive Atmosphere - Letter of Understanding #3</i></b>	LOU#3	56
<b><i>Printing of the Collective Agreement</i></b>	<b>18.07</b>	48
Probationers and Students	<b>11.03</b>	25
<b><i>Recognition of Union Stewards</i></b>	<b>18.02</b>	47
Representation	<b>18.01</b>	45
Request for Arbitration	<b>18.01</b>	46
<b><i>Requests for Information</i></b>	<b>18.05</b>	47
Rest Time	<b>9.10 (1.)</b>	22
Right to Refuse Work If Dangerous	<b>16 .06</b>	35
Seniority List	<b>7.02 (c)</b>	9

<u>Alphabetical Index</u>		
<u>Description</u>	<u>Article</u>	<u>Page #</u>
Strikes and Lockouts	<b>21</b>	50
Substituting of Higher or Lower Rated Jobs	<b>11.06</b>	27
Technological Change	<b>7.03</b>	9
Time Limit	<b>18.01</b>	45
Training Committee	<b>20</b>	49
Union Leave of Absence	<b>14</b>	32
<b><i>Union Stewards' Rights and Protections</i></b>	<b>18.03</b>	47
<b><i>Union Stewards' Work on Company Time</i></b>	<b>18.04</b>	47
<b><i>Union Storage</i></b>	<b>18.08</b>	48
Vacant Positions	<b>4.02(a)</b>	4
Vacation Schedule Vacancies/Cancellations	<b>13.13</b>	32
Vacations	<b>13</b>	29
Vision Care Plan	<b>17.08</b>	41
Wage Schedule	<b>11.02</b>	25
Wages	<b>11</b>	25
Work Performance	<b>5</b>	7
12-Hour Shift Work	<b>9.01 (c)</b>	16
Alberta Health Care Insurance Plan	<b>17.01</b>	40

# AGREEMENT

## BETWEEN

CANADA MALTING CO. LIMITED, Calgary, Alberta, Canada, hereinafter called the **Company**, and United Food and Commercial Workers **Canada** Union, Local **No. 401**, hereinafter called the Union.

## INTERPRETATION

It is agreed that where the masculine is used in this Agreement it shall be deemed to include the feminine and vice versa, where the context so requires.

### Article 1 – Management’s Right Clause

**1.01** The **M**anagement of the Company and the direction of the working force, including the right to plan, direct, and control **P**lant operations; to schedule and assign work to employees; to determine the means, methods, processes, materials, and schedules of production; to determine the products to be manufactured; to choose the location of its plants and the continuance of its operating departments; to establish production standards and to maintain the efficiency of employees; to establish and require employees to observe Company rules and regulations; to hire, layoff, or relieve employees from duties; and to maintain order and to suspend, demote, discipline, and discharge employees for just cause, are the recognized reserved rights of the Company. The Company and the Union agree to act reasonably in the interpretation and the application of the **C**ollective **A**greement as a whole.

The foregoing enumeration of **Management's** rights shall not be deemed to exclude other rights of **Management** not specifically set forth, the Company therefore retaining all rights not otherwise specifically restricted by this **Agreement**.

The exercise by the Company of any of the foregoing rights shall not alter any of the specific provisions of this **Agreement**; nor shall they be used to discriminate against any member of the Union or bargaining unit.

## Article 2 – Membership

- 2.01 Only members in good standing with United Food and Commercial Workers **Canada** Union, Local **No. 401**, shall be employed by the Undersigned **Company** after the signing of this Agreement. The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all employees in the certified bargaining unit.
- 2.02 An employee will in writing on a form provided by the Union authorize the Company to deduct from the employee's pay, the amount due to the Union by the employee for **Union** dues, initiation fees, and assessments. The Company will transmit to the authorized representatives of the Union total deduction from the pay with a list in duplicate of all employees so deducted.
- 2.03 The Company agrees to notify the Union in writing of the names, addresses, and contact numbers of newly hired employees within fourteen (14) calendar days of the date of hiring any such new employee.
- 2.04 The Company agrees to notify the Union in writing of the names of employees who terminate their employment with the

Company within fourteen (14) calendar days of the date of termination.

- 2.05 A Union Representative or **their** designate will be provided access to the site for the purpose of observing compliance with the terms of this Agreement as well as to adjust any grievances or complaints arising hereunder. Upon entering the site, said Representative must notify the Plant Manager or designate and complete the required safety orientation. At all times while on the site premises Union Representatives will comply with the Company's safety and security policies and practices.

### Article 3 – Bargaining Unit Work

- 3.01 Supervisors shall be exempt from this Agreement and shall not do the work of regular Union employees unless required to do so in order to perform their supervisory duties or in unforeseen circumstances that call for immediate action.
- 3.02 No employee who is excluded from the bargaining unit shall perform the work of regular Union employees except for reasonable purposes of training or in unforeseen circumstances that call for immediate action.

### Article 4 – Hirings, Postings, and Transfers

- 4.01 A probationary employee shall attain seniority status and rights after **they have worked one thousand fifty-six (1056)** hours within any twelve (**12**) month period, at which time **their** name will be added to the seniority list.



An employee shall be given seniority date back-dated **one thousand fifty-six** (1056) hours, including holidays. If the probationary employee has been working a twelve (12) hour shift pattern, **they** shall be given a seniority date back dated **one thousand fifty-six** (1056) hours, including holidays. In no event shall **their** seniority date precede **their** original starting date with the Company.

On completion of the probationary period, employees will become eligible for all the normal benefits given to employees having seniority, including enrollment in the Group Insurance and Pension Plans.

#### 4.02 (a) Vacant Positions

All new permanent positions and vacancies in permanent positions shall be filled immediately on a temporary basis by current available employees who are qualified or able to demonstrate reasonable competence.

#### Permanent Replacements

In the choice of applicants for new permanent positions and vacancies in permanent positions seniority shall govern provided the employee is qualified or able to demonstrate reasonable competence. Choices of candidates will not be done on an arbitrary basis.

#### Job Postings

- (i) All positions shall be posted on the bulletin boards within fourteen (14) calendar days after they have become permanently vacant.

- (ii) All such new permanent positions or vacancies in permanent positions will be posted on the bulletin boards fourteen (14) calendar days so that all employees who have acquired seniority have an opportunity to make an application. The Company will notify absent employees within four (4) working days of the job being posted and accept applications over the phone for the posting.
  - (iii) The names of the applicants and successful applicant will be posted on the bulletin boards with a copy sent to the Union. The successful applicant will be placed in said position within **four** (4) weeks of date of posting where practicable.
  - (iv) Posting notices will include a Job Description of the vacancy and a brief description of the requirements of successful candidates. Candidates must be able to demonstrate reasonable competence in the requirements and should consult with the Supervisor of the Department concerned if they wish explanations.
  - (v) In the event that a job posting does not get filled, the Company will assign the junior non posted employee to said posting. The assigned employee will be eligible to immediately bid on any further postings that may arise.
- (b) In the event an employee has successfully posted for a job, the employee and **their** Supervisor will review the employees' development after thirty (30) working days of assuming the new job. The employee will be provided a Union Representative if so requested.

At this time, the Company can extend the review period another thirty (30) calendar days. Within the above mentioned review periods an employee shall be entitled to return to **their** former job. Within the above mentioned review periods the Company can return the employee to **their** former job.

A successful bidder shall be eligible to bid on yet another posting provided that **they have** not begun training on the job for which **they** had just successfully bid. In the event the employee successfully bids into another job during this period, the first job that **they** successfully bid into would revert to the next applicant on the previous posting. If **they** remain on the job beyond thirty (30) days, **they** shall not be eligible for any other posting for five (5) months. After completion of six (6) months on the job, **they** shall be eligible to post on the same basis as any other employee. The vacant position created by the posting shall be posted within fourteen (14) calendar days.

- (c) A senior employee wishing to change crews or shifts within **their** job classification may do so provided the **Company** and **Union** agree. The **Company** will not unreasonably deny the change.

**4.03** When an employee vacates a day shift position, it shall be posted in the Plant in accordance with **Article 4.02 (a)(i)**. Under this circumstance all seniority employees are eligible to bid on the vacancy.

**4.04** If an employee is or has been transferred to a position excluded from the coverage of this Agreement, such employee shall retain **their** seniority as of the date of transfer and in the event that **they are** subsequently transferred back

to a position covered by this Agreement, **they** shall be credited with the seniority which **they** had on the date of original transfer from the bargaining unit plus all seniority accumulated while working in the excluded capacity up to a maximum of six (6) months.

An employee who is transferred out of the bargaining unit may if **they** so wish, return to **their** former job in the bargaining unit within six (6) months.

An employee will only be transferred back into the bargaining unit once during the duration of the **Collective Agreement**.

Employees in the bargaining unit shall not be transferred outside the bargaining unit for temporary replacement of supervisory personnel except in cases of emergencies.

## Article 5 – Work Performance

- 5.01 Employees are required to perform work of any nature in or about the **Company's** premises, unless an employee has medical proof satisfactory to the Company of **their** inability to do so. Employees will not be reassigned from their posted position to fill another position unless the Company made other reasonable efforts to fill the job.

## Article 6 – Discipline and Discharge

- 6.01 No employee shall be subject to a disciplinary interview or be given a written reprimand, warning letter, be suspended, or discharged except in the presence of a **Union Steward**, or in **their** absence, another elected member of the bargaining unit.

6.02 Disciplinary records shall not be referred to after a period of two (2) year's from the date of issuance of such discipline.

Any employee shall have the right to see **their** file in the presence of a Supervisor and a Union Representative at a mutually convenient time.

Article 7 – Layoffs, Recalls, Terminations, Plant Closures, Partial Plant Closures, Positions Affected By Volume Loss Or Production Adjustments

7.01 Any employee laid off due to seasonal or other reasons beyond the **Company's** control, shall be entitled to **their** former position when operations are resumed.

7.02 (a) When staff is being reduced, non-seniority employees shall be laid off first, and then regular employees shall be laid off in reverse order of seniority subject to the **Company's** requirement to maintain sufficient qualified or reasonably competent staff to operate the **Plant**. When staff is being recalled, the **Company** shall do so in order of seniority subject to the qualifications or reasonable competence of the employees concerned to perform the job.

(b) Seniority shall cease and employment shall be terminated for any of the following reasons:

1. If an employee voluntarily leaves the employ of the **Company**.
2. If an employee is discharged for just cause.

3. In case of a layoff for a period longer than twelve (12) months, or twenty-four (24) months if the employee has five (5) years' seniority.
4. If an employee on layoff fails to report to work within seven (7) days after receiving notice of a permanent vacancy from the Company by registered mail to **their** last known address, unless **they have** advised the Company and produce medical evidence of being unable to report.

(c) Seniority List

The Company shall provide an updated seniority list to the Union during the months of January and July of each year. The Company shall post a copy on the bulletin boards.

7.03 Technological Change

Technological change is defined as any process innovation resulting from equipment change, upgrade, or renovation that is implemented with the specific purpose of creating a permanent reduction in the workforce or a permanent job elimination.

In the event that employees with seniority status are displaced through technological change, the following steps shall occur:

- (a) The employee shall state **their** preference of work location

\_\_\_\_\_ Malthouse  
\_\_\_\_\_ Malt Handling Facility  
\_\_\_\_\_ Barley Elevator

\_\_\_\_\_ Maintenance  
\_\_\_\_\_ Laboratory  
\_\_\_\_\_ MBR  
\_\_\_\_\_ **Packaging Facility**

providing the employee has the required qualifications as defined in the job posting criteria.

- (b) The employee shall state **their** preference of shift.
- (c) The displaced senior employee shall bump the most junior employee in the selected department from sub-**article** (a). If the displaced senior employee is exercising **their** bumping right **they** will bump the most junior employee as per sub-**articles** (a) and (b).
- (d) The most junior bumped employee will repeat steps (a), (b), and (c) if **their** seniority permits **them** to do so. In the circumstance where **their** seniority does not deliver a bumping right, **they** shall be laid off as per **Article 7.02(a)** of the Collective Agreement.

In the event that the Company is planning on introducing a technological change that will result in permanent job loss, the Company will meet with the Union to review the scope of the project, the number of positions to be eliminated, and the terms of severance.

7.04 (a) Plant Closure

In the event of termination of employment as a result of **Plant** closure the Company will immediately commence negotiations with the Union.

The Company will give the Union at least sixteen (16) weeks notice of **P**lant closure. The parties agree to immediately institute an adjustment committee to assist employees in finding new employment.

In the case of **P**lant closure, those employees who are participating in the defined benefit pension plan and whose age and service equal eighty (80) or more years of service will qualify for fully accrued pension benefits without actuarial reduction with this pension guaranteed for a minimum of five (5) years.

Employees terminated as a result of **P**lant closure or technological change are subject to the scale below (**fifty-two** (52) week maximum):

1 to 8 years service – 1 week's pay for each year  
9 to 15 years service – 2 week's pay for each year (for years of service above 15, add 1 additional week i.e., 3 week's for each year over 15 years).

All employees will qualify for severance pay based on either three (3) weeks pay for each year of service with a maximum of twenty-six (26) weeks or severance pay based on the new scale above whichever is greater.

A senior employee will have an option to terminate **their** employment and receive the severance pay entitlement due to a junior employee scheduled for termination and who would by virtue of this option remain employed. For sake of clarity, the senior employee would then receive the severance pay of the junior employee, based on the junior employee's years of service and the junior employee's pay.



(b) Lab Closure

In the event of a lab closure, lab members are to receive a severance package as per **Article 7.04 (a)**.

7.05 Partial Plant or Department Closure

- (a) When a partial **P**lant or department closure occurs, employees posted to these jobs, will have the right to immediately bump to other departments of the **P**lant where their seniority carries them.
- (b) In the event that a department of the **P**lant is closed longer than one **(1)** year, the department will be considered permanently closed. All employees laid off as a result of this closure, and who remain on the Call Back list will be eligible for severance pay in accordance with **Article 7.04**.
- (c) If operations resume in that department after one **(1)** year, any jobs in that area will be re-posted.

7.06 Positions Affected by Volume Loss or Production Adjustments

The Company and the Union agree to establish a bumping right for employees who lose their bid position due to volume loss, or production adjustments, or efficiency improvements.

The following process will be applied:

The employee shall state **their** preference of working location;

- \_\_\_\_\_ Malthouse
- \_\_\_\_\_ Malt Handling Facility
- \_\_\_\_\_ Barley Elevator

\_\_\_\_\_ Maintenance  
\_\_\_\_\_ Laboratory  
\_\_\_\_\_ MBR  
\_\_\_\_\_ **Packaging Facility**

providing the employee has the required qualifications as defined in the job posting criteria. In addition, the employee shall state **their** preference of shift **they** exercise **their** bumping right into;

The displaced employee shall bump the most junior employee in the selected job. If the displaced employee is exercising **their** bumping right **they** will bump the most junior employee.

The most junior bumped employee will repeat the above steps if **their** seniority permits **them** to do so. In the circumstance where **their** seniority does not deliver a bumping right, **they** shall be laid off as per **Article 7.02 (a)** of the Collective Agreement.

## Article 8 – Clothing and Equipment

**8.01** Rubber boots, waterproof suits for washing purposes, and clothing deemed necessary by the Company to provide adequate protection against dust and other potential work or cleaning hazards, shall be provided by the **Company**. In addition, the Company will furnish all necessary personal protective equipment (PPE) to all employees to maintain safety standards. This will include safety glasses, prescription safety glasses to all seniority employees on an as needed basis, molded ear plugs, and hard hats. It is the responsibility of the employee to maintain in good order all items issued.

Probationary employees will be reimbursed personal protective equipment (PPE) costs immediately upon the completion of their probationary period.

8.02 The Company will provide a reasonable number of uniforms at Company expense to all employees. Furthermore, the Company will provide a weekly laundry service. This benefit is extended to all operators and maintenance staff. The Lab Technician classification will continue to receive white lab coats. The Company will replace jackets on an “as needed” basis.

8.03 Safety Footwear – Effective April 1<sup>st</sup>, **2020**, **three hundred fifty (\$350.00) dollars** per year will be available over the life of the Collective Agreement for all seniority employees. The Company will allow a maximum of **three hundred fifty (\$350.00) dollars** carryover of this reimbursement allowance from one year to the next. In addition to safety footwear, the allowance will include the purchase of work socks, liners, insoles etc.

8.04 The Company will provide sufficient lockers for all employees.

## Article 9 – Hours of Work

### 9.01 (a) **Eight (8) Hour Shifts**

The normal work week shall be forty (40) hours consisting of five (5) days or shifts and the normal work day or shift shall be eight (8) hours.

The forty (40) hour pay week will be completed within the period 00:01 a.m. Monday to midnight Sunday.

Except for relief **employees**, the work days shall be consecutive and shall consist of five (5) like shifts. The work schedule shall not deny relief **employees** a normal forty (40) hour work week.

- (b) All employees shall be allowed a twenty (20) minute paid lunch break which shall be included in the working hours above stipulated.

The Maintenance employees twenty (20) minute paid lunch may be scheduled based upon operational requirements.

Every employee shall receive two (2) paid fifteen (15) minute rest periods in each eight (8) hour shift.

All employees shall receive a paid fifteen (15) minute rest period before commencing one (1) hour of overtime work and shall receive an additional fifteen (15) minute rest period after each additional two (2) hour period.

Employees who are required to work more than two (2) hours of unplanned overtime continuous with their regular shift shall be granted a meal and an additional half (1/2) hour overtime pay. The employee will receive an additional half (1/2) hour pay for each four (4) hours thereafter.

Eight (8) hour day shift employees shall receive their meal, should they be required to work past 17:00. Employees scheduled to work other eight (8) hour shifts shall receive a meal should they be required to work more than two (2) hours of overtime continuous with their shift.

(c) 12-Hour Shift Work

General Understanding

1. To operate at no extra cost to the Company or employees.
2. To maintain a high standard of product quality, while working in a safe and efficient manner.
3. It is understood by all participants, that we are involved in a continuous production process. Twelve (**12**) hour shifts do not permit working double shifts.
4. Either party to the Contract may at any time during the life of the current Contract; call a meeting to discuss means of terminating the **twelve** (12) hour shift system, if any part of the General Understanding fails.

General Operating Conditions

1. The system involves four (**4**) shifts on, followed by four (**4**) shifts off, on a continuing basis.
2. The shifts will start at 6:00 a.m. and 6:00 p.m.
3. Pay will be made on the basis of hours worked within the existing and normal **fourteen** (14) day pay period.
4. Overtime will be at the rate of **time and one-half** (1 ½ **X**) times for hours worked after **twelve** (12), and

up to and including **fifteen** (15). After fifteen (**15**), double (**2X**) time will apply.

5. Reasonable notification of absence from work will become even more important. It was agreed that the maximum possible warning should be given, with a minimum being two (**2**) hours.
6. Anyone scheduled to work during a normal four (**4**) day rest period shall be paid at a rate of time and one-half (**1 ½ X**) except for the first (**1<sup>st</sup>**) and fourth (**4<sup>th</sup>**) day (last day), when double (**2X**) time shall be paid. Anyone called into work during a normal four (**4**) day rest period shall be paid a minimum of four (**4**) hours pay at the rate of time and one-half (**1 ½ X**) and when the duration exceeds four (**4**) hours on the fourth (**4<sup>th</sup>**) day of rest, shall be paid at the rate of double (**2X**) time for **their** hours worked.
7. Statutory holidays – days worked will be paid at **twelve** (12) hours single time and **twelve** (12) hours at time and **one-half** (**1 ½ X**) for the equivalent of **thirty** (30) hours pay for a **twelve** (12) hour shift worked.
8. **Twelve** (12) hour shift employees will be entitled to the specified number of calendar weeks off work for vacation time each year based on their years of seniority. Vacation pay will equal **two** (2%) **percent** of annual gross pay per week of entitlement. **Article 13.02** is applicable to **twelve** (12) hour shift employees.

9. A premium of **one dollar fifty** (\$1.50) cents/hour shall be paid to all employees who work a shift starting at 6:00 p.m.
10. A full shift commencing within **eleven** (11) hours of the completion of the previous shift shall be paid for at the rate of time and one-half (**1 ½ X**).
11. All other **articles** of the Collective Agreement remain in effect.
12. Those employees forming part of a **twelve** (12) hour shift system may, (instead of receiving holiday pay) bank six (**6**) statutory holidays in a calendar year, for the purpose of taking time off in lieu of statutory holidays in blocks of four (**4**) shifts.
13. For the purpose of computing overtime, the normal week shall be forty-eight (48) hours consisting of four (4) days or shifts in any **ninety-six** (96) hour period, and the normal work day or shift shall be **twelve** (12) hours. Except for relief **employees**, the work days shall be consecutive and the work week shall consist of four (**4**) like shifts. The work schedule shall not deny relief **employees** a normal **forty-eight** (48) hour work week.
14. Employees shall receive **three** (3) paid fifteen (15) minute rest periods and a twenty (20) minute paid lunch break.

### Overtime

- 9.02 Time and **one half** (**1 ½ X**) will be paid for all time worked in excess of forty (40) hours in any one (**1**) week or eight (**8**)

hours in any one **(1)** shift. All time worked in excess of eleven (11) consecutive hours shall be paid for at the rate of double **(2X)** time.

- 9.03 If an employee is called back to work by the **Company** after **their** regular shift is completed, **they** shall be paid a minimum of four (4) hours pay at the rate of time and one-half **(1 ½ X)** except when a Call In occurs on **their** second **(2<sup>nd</sup>)** assigned day off and the duration exceeds four (4) hours in which case **they** will be paid at the rate of double **(2X)** time for **their** hours worked.
- 9.04 Employees required to work on their first **(1<sup>st</sup>)** assigned day off shall be paid at the rate of time and one-half **(1 ½ X)**. Should an employee be scheduled to work on **their** second **(2<sup>nd</sup>)** assigned day off, **they** shall be paid at the rate of double **(2X)** time.
- 9.05 A full shift commencing within **thirteen** (13) hours of the completion of the previous shift shall be paid for at the rate of time and one-half **(1 ½ X)**.
- 9.06 If an employee's shift is changed with less than **twenty-four** (24) hours notice for the convenience of the Company, **they** shall be paid time and one-half **(1 ½ X)** for the first **(1<sup>st</sup>)** shift worked. It is understood that where an employee's shift is changed for the convenience of the employee, overtime will not be paid.
- 9.07 Overtime hours worked and payment for statutory holidays shall not be used to offset any employee's work week.
- 9.08 **(a)** All employees, with seniority, will have the same opportunity to participate in overtime work providing that in the opinion of the Company the employees concerned



are equally capable of performing the work and the overall efficiency is not impaired. It is agreed that the Company will continue to have the right to require an employee to work overtime. However, if an employee wishes to be excused from an overtime assignment **they** may approach the Company and the Company will endeavour to assign a suitable replacement in order of seniority.

Overtime will be distributed as equally as possible within a department. The Company will post and provide the Union bi-weekly an overtime accrual which outlines the employee and the amount of overtime hours worked.

Probationary employees and Students will not be offered overtime until attempts to fill the job with seniority employees have been made.

- (b) The Company will not include premiums paid to employees that are scheduled to work on statutory holidays as overtime worked in determining equal distribution.

## **9.09**      Hours of Work – Laboratory

The normal work week shall be forty (40) hours which is made up of five (5) eight (8) hour shifts.

If an employee is called in to work on **their** days off, **they** will be paid according to the following schedule:

Shift	1 <sup>st</sup> Day	Rate	2 <sup>nd</sup> Day	Rate	3 <sup>rd</sup> Day	Rate
Days (Mon-Fri) Week 1	Sat	1.5 X	Sun	2X		
Days (Mon – Fri) Week 2	Sat	1.5X	Sun	1.5X	Mon (see Note 1)	2X
Days (Tues – Sat) Week 3	Sun	1.5X	Mon	2X		
Days (Tues – Sat) Week 4	Sun (see Note 2)	2X				

Note 1: When switching from Week 2 to Week 3.

Note 2: When switching from Week 4 to Week 1.

After completion of the eleventh (**11<sup>th</sup>**) hour of work, all further hours worked are at the rate of double (2X) time as per **Article 9.02**. If a full shift is started within thirteen (13) hours of the completion of the previous shift, the rate of pay is at time and one-half (1 ½ X) as per **Article 9.05**.

Time and one-half (**1 ½ X**) will be paid after eight (**8**) hours worked in one (**1**) day and after forty (**40**) hours worked in one (**1**) week.

If an employee is called in to work and returns home prior to starting **their** regular shift, **they** will be paid on the basis of a guaranteed minimum of four (**4**) hours overtime at time and one-half (**1 ½ X**) or overtime for the hours worked whichever is greater.

If the normally scheduled work week changes the Company will, prior to the change, negotiate shift premium and overtime changes with the Union.

Note: All laboratory employees will be given equal opportunity to train on all routine tests.

## 9.10 Call Back/Call In

The Company and the Union agree to establish a Call Back/Call In Procedure in order for the Plant to respond to emergency situations.

If an employee is called back to work by the **Company** after **their** regular shift is completed, **they** shall be paid a minimum of four (4) hours pay at the rate of time and one-half (**1 ½ X**) except when a Call In occurs on **their** second (**2<sup>nd</sup>**) assigned day off and the duration exceeds four (4) hours in which case **they** will be paid at the rate of double (**2X**) time for **their** hours worked.

### 1. Rest Time

An employee coming back in for a Call Back or Call In (and is scheduled to work **their** regular shift the following day) that **continues beyond or** commences after **11:00 p.m.** will be allowed to have rest time equal to the time worked **after 11:00 p.m. only** and will be compensated for those rest hours at straight time. The rest time will be time worked plus one (**1**) hour of travelling time (minimum of **two** (2) hours). The rest time paid out to employees will not exceed the hours the employee would otherwise have worked if **they were** not called in.

### 2. Emergency Breakdowns

If an employee is at work on a Call Back/Call In and another emergency breakdown occurs prior to **their** departure from the **Plant** property, once the employee completes the first (**1<sup>st</sup>**) emergency, **they** will then carry out repairing the second (**2<sup>nd</sup>**) emergency. If the work on both the first (**1<sup>st</sup>**) and the second (**2<sup>nd</sup>**) emergency is

completed within four (4) hours, the employee will be paid only the initial four (4) hours Call Back/Call In pay. If the second (**2<sup>nd</sup>**) emergency breakdown takes **them** beyond the four (4) hours **they** will be compensated by paying for a second (**2<sup>nd</sup>**) Call Back/Call In.

In order for the Plant to guarantee coverage of off shifts the maintenance employees will agree to carry a cell phone on a rotating basis. employees will not be required to carry the cell phone during their vacation. The employee carrying the cell phone will be compensated with pay equaling **two** (2) Call Ins. The first **four** (4) hours of the **first** (1<sup>st</sup>) Call In are at no pay for the employee carrying the cell phone. However, if the number of employees in any given maintenance trade falls below **five** (5) **for greater than ninety (90) days**, then carrying the cell phone will **be** optional for that trade. ***Within the ninety (90) days, employees will continue to carry the cell phone on a rotating basis for their regular weeks. Employees will be offered the opportunity by seniority to carry the cell phone for weeks that are not covered. Employees will be compensated for any shifts on their off week carrying the cell phone with two (2) hours per shift at regular rates.***

## Article 10 – Holidays

**10.01** The following days shall be observed as statutory holidays:

New Year's Day  
Family Day  
Good Friday  
Victoria Day

Civic Day  
Labour Day  
Thanksgiving Day  
Remembrance Day

Canada Day  
Stampede Parade Day

Christmas Day  
Boxing Day

Should an employee scheduled to work on any of the above mentioned holidays or on **their** scheduled regular day of work preceding or following the holiday be absent without permission on any of these days, such employee shall forfeit **their** regular holiday pay.

**10.02** Should it become necessary to work any of the aforementioned holidays, it shall be paid for at the regular rate of pay plus time and one-half (~~1 ½ X~~). An employee working an eight (8) hour shift pattern who works on a statutory holiday may elect to take the statutory holiday as a lieu day or **they** can accept the statutory holiday pay as laid out above. The lieu day must be taken at a mutually convenient time.

On eight (8) hour shifts worked during a statutory holiday, work in excess of eight (8) hours will be paid at double time.

**10.03** Should a statutory holiday fall on an employee's normal posted day off, **they** shall receive an additional eight (8) hour pay for that day.

**10.04** Should the Federal Government declare by statute an additional public holiday during the term of this Agreement, it shall be granted.

**10.05** The Company will post a list of statutory holidays and the day they will be observed on October 1<sup>st</sup> of the preceding year.

Article 11 – Wages

**11.01** Employees will have their pay directly deposited to a Financial Institution of their choice.

Wages are to be paid every second (**2<sup>nd</sup>**) Thursday covering the two (**2**) week period ending the previous Sunday Midnight. When a statutory holiday occurs on a Friday, every effort will be made to have their wages paid on the Wednesday prior to such holiday.

**11.02** Wage Schedule:

**WAGE CLASSIFICATIONS AND RATES PER HOUR:**

<u>Classification</u>	Current	<b>April 1<sup>st</sup>, 2019</b>	<b>April 1<sup>st</sup>, 2020</b>	<b>April 1<sup>st</sup>, 2021</b>
Operator	\$32.49	<b>\$32.81</b>	<b>\$33.47</b>	<b>\$34.14</b>
Maintenance	\$38.81	<b>\$39.20</b>	<b>\$39.98</b>	<b>\$40.78</b>
Probationer	\$24.53	<b>\$24.78</b>	<b>\$25.27</b>	<b>\$25.78</b>
MBR	\$35.35	<b>\$35.70</b>	<b>\$36.42</b>	<b>\$37.15</b>
Laboratory	\$25.77	<b>\$26.29</b>	<b>\$26.94</b>	<b>\$27.75</b>
Student	\$18.13	<b>\$18.31</b>	<b>\$18.68</b>	<b>\$19.05</b>
<b>Packaging Facility</b>	\$24.00	<b>\$25.00</b>	<b>\$25.00</b>	<b>\$25.50</b>

Lead hands will be paid a premium of **two** (\$2.00) **dollars** per hour upon ratification of contract.

**11.03** Probationers and Students

All new employees hired will be categorized as probationers with the exception of Summer Students.

Preference for full time work will be given to probationary employees who have demonstrated competence with the **Company**. If competence is equal, preference will be given to the employee with the longest service.

Probationary maintenance and laboratory employees will be paid the full classification rate.

“Student Employee” shall refer to an employee who is hired to work between the months of April 1<sup>st</sup> and September 15<sup>th</sup> or December 1<sup>st</sup> to January 15<sup>th</sup>. Student employees working past September 15<sup>th</sup> or January 15<sup>th</sup> shall be considered Probationary and time worked as a Summer Student will be counted toward their Probationary period.

#### **11.04**     Off-Shift Bonus

A premium of **sixty** (\$0.60) cents per hour will be paid to all employees who work a shift commencing after 12:**00** noon or before 9:00 p.m. A premium of **seventy** (\$0.70) cents per hour will be paid to all employees who work a shift commencing after 9:00 p.m. or before 5:00 a.m.

An additional premium of **one dollar thirty-five** (\$1.35) **cents** per hour will be paid for all Sunday work. These premiums will also apply on a full overtime shift which calls for such a premium to be paid but they will not be added to the basic rate in computing the overtime rate.

**11.05**     Where an employee qualifies for maternity and/or parental leave under the Canada Labour Code, the basis of time loss payment will be governed by the applicable legislation.

**11.06**      Substituting of Higher or Lower Rated Jobs

An employee requested to work on a higher rated job shall receive the higher rate of pay while so doing, but any employee requested to work in a lower rated job shall not have ***their*** regular rate of pay reduced.

**11.07**      New or Revised Job Classifications

If the Company creates a new job classification, or combines existing job classifications, or substantially changes the duties of existing job classifications, the Company will establish a wage for such new or changed job classification and notify the Union within thirty (30) days. The Union has seven (7) calendar days thereafter to object to the rate set, and the matter will then be subject to negotiations between the Company and the Union. If negotiations do not successfully resolve the matter, the matter will be subject to the Grievance Procedure.

Article 12 – Personal Days Off and Leave of Absence

**12.01**      The ***Company***'s policy of sympathetic consideration of request for days off, for personal, urgent legal, or other unforeseen circumstances be continued. Whenever possible, such requests will continue to be granted and they will not be unreasonably denied. Whenever possible, the employee is required to provide five (5) full working days notice.

**12.02**      Following completion of the probation period, if all vacation entitlement and accrued days have been scheduled, the ***Company*** may grant an unpaid leave of absence for personal reasons. Requests will not be unreasonably denied. Leave of



absence for military service will be granted. Seniority will continue to accrue during all approved leaves of absence.

If such leave is granted, an employee's health insurance, dental insurance, life insurance, and pension contributions may be continued at **their** option and at **their** sole expense payable monthly in advance.

### **12.03** Compassionate Care Leave

Employees are entitled to an unpaid leave of absence from employment of up to **eight** (8) weeks to provide care or support to a family member of the employee. This leave is subject to the following:

1. The request for leave must be supported by a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within **twenty-six** (26) weeks from the date the certificate is issued or the day the leave is commenced.
2. A leave of absence under this **article** may only be taken in periods of not less than one **(1)** week's duration.
3. The aggregate amount of leave that may be taken by two **(2)** or more employees under this **article** in respect of the care or support of the same family member shall not exceed **eight** (8) weeks.
4. Employees may be eligible for benefits under the Employment Insurance Act.

Article 13 – Vacations

- 13.01 (a) Vacation entitlement will be granted on a calendar year basis.
- (b) After one (1) year's continuous employment, an employee's anniversary date, for purposes of computing vacations, will be set back to the January 1<sup>st</sup> immediately preceding **their** latest employment date. Employees shall be entitled to vacations as follows:

<u>Years of Seniority</u>	<u>Weeks of Vacation</u>
1	2
3	3
8	4
15	5
20	6

- 13.02 Employees who have been paid less than **two thousand eighty** (2,080) regular hours in the preceding calendar year shall receive vacation pay on a pro rata basis, in accordance with their years of service.

There is no pro rata reduction for the following:

- (a) Weekly Indemnity
- (b) Workers' Compensation
- (c) Banked Statutory Holidays
- (d) Sick Leave
- (e) Vacation
- (f) Union business (to a maximum of **twenty** (20) working days per calendar year except during negotiations)
- (g) Maternity/Paternity Leave
- (h) Long Term Disability (first (**1<sup>st</sup>**) year only)
- (i) Compassionate Leave

**13.03** A working week's vacation with pay shall be five **(5)** days' pay in seven **(7)** calendar days off or **two (2%) percent** of annual gross pay per week of entitlement, whichever is greater. The employee must utilize their vacation entitlement within the calendar year.

**13.04** Vacation lists shall be posted in each department. Employees shall denote on the vacation schedule their choice of vacation pick in accordance with their respective seniority.

**13.05** Notice will be posted in each department on or before October 1<sup>st</sup> advising employees they will be called upon to state their choice of vacation dates and indicating the number of employees who may be on vacation at one time. Vacation dates will be assigned by seniority after posting.

**13.06** (a) The summer vacation schedule will run from June 1<sup>st</sup> through September 30<sup>th</sup>.

The following chart outlines the vacation entitlement for each employee by department.

Malthouse	2 Blks/EE	Jun/Jul/Aug/Sep
Maintenance	2 Wks/EE	Jun/Jul/Aug/Sep
Barley Elevator	2 Wks/EE	Jun/Jul/Aug/Sep
Malt Handling	2 Wks/EE	Jun/Jul/Aug/Sep
Lab	2 Wks/EE	Jun/Jul/Aug/Sep

(b) For the two (2) week Easter period, the months of June, July, August, September, and December where practicable, two (2) employees from each department shall be allowed to take vacation at any one time.

**13.07** Each employee in order of seniority will be called upon beginning November 1<sup>st</sup> to state **their** choice of dates.

Employees who fail to state their preferences within forty-eight (48) hours will not be allowed to post again until less senior employees have been given their choice. Otherwise, all remaining unscheduled vacation time will be assigned by **Management** to fit into the year around vacation schedule. Once scheduled, vacation dates cannot be over ridden by senior employees.

- 13.08** An employee will be allowed to reschedule vacation days lost due to being hospitalized during **their** vacation or due to a bereavement occurring during **their** vacation provided that proof, satisfactory to the Company, is presented by the employee. In the case of major illness or injury, the Company will reschedule any vacation time lost due to illness or injury.
- 13.09** The Company reserves the right to reduce the number of employees absent on vacation at any one time due to emergency operating requirements. If a scheduled vacation is cancelled by the Company, the employee's vacation will be rescheduled at that time. All non-refundable and non-insured expenses, verified through receipts, incurred by the employee due to this cancellation will be reimbursed.
- 13.10** Employees successfully bidding onto a job in another department cannot be guaranteed vacation dates scheduled while in their previous positions. However, the Company will make every effort to maintain the date granted.
- 13.11** Once vacation dates have been approved by the Company, every reasonable effort shall be made to maintain dates granted to an employee. Any changes must be mutually agreed upon by the employee and the Company.
- 13.12** Employees with vacation allowance greater than three (3) weeks, solely at the employees request will be allowed to

receive payment in lieu of vacation for any portion of the vacation entitlement in excess of three (3) weeks per year.

**13.13** Vacation Schedule Vacancies/Cancellations

After the initial vacation selection has taken place, any remaining vacation openings during June, July, August, September, or December can be booked by employees in order of seniority. Furthermore, if an employee cancels or cashes out vacation scheduled during June, July, August, September, and December, the Company will post the week(s) available. All employees are eligible to bid to take their vacation at this time providing they have entitlement remaining. The successful bid will be determined by seniority. An employee is limited to a single opportunity for either one **(1)** week or one **(1)** block of time.

Article 14 – Union Leave of Absence

**14.01** Upon written application by the Local Union the Company agrees to grant an educational leave of absence, without loss of regular pay, of a maximum of four (4) normal working days per contract year, to a member of the Local Union chosen by the Union Executive. Such educational leave will be so arranged between the Union and the Company so as to minimize disruption of the Company's operations.

**14.02** Upon written request by the Local Union, the Company will consider a leave of absence without pay for Union purposes provided ten (10) working days notice where possible is given. The seniority of employees taking such leave will not be affected.

**14.03** Employees representing the Union during negotiation of a **C**ollective **A**greement, including conciliation procedures and in processing grievances on the **P**lant site shall be paid their regular rate of pay for their normal working hours.

***The Union's bargaining committee will be limited to five (5) members of the bargaining unit. The Company agrees to pay the regular rate of pay for three (3) members of the Union bargaining committee for their normal working hours. The Union will pay for any additional employee's wages beyond three (3).***

#### Article 15 – Jury Duty and Bereavement Leave

**15.01** An employee who is called for jury duty will receive the difference between **their** straight time wages and the payment **they** received for such duties for those days **they** would actually have been at work during **their** service as a juror.

The Company agrees to pay the difference between straight time wages and payment received for any employee who is subpoenaed as a Crown Witness and who is not a party to the action. Payment will be for hours **they** would have normally worked during **their** service as a witness.

**15.02** Should a bereavement occur in an employee's immediate family, members of **their** household, parents, brothers, sisters, grandparents, mother-in-law, father-in-law, common-law partner which means a person who is cohabiting with the employee in a conjugal relationship for a period of at least one **(1)** year, or grandchildren, **they** may request a bereavement leave and **they** shall be granted such time off with pay as is reasonable under the circumstances to enable **them** to look

after funeral arrangements, to attend the funeral or memorial service. The general standard of bereavement leave shall be five (5) working days in the case of a spouse, or children and three (3) working days for all others. However, the extent of such leave shall be at the discretion of the Company, after consultation with the Union, taking into consideration the time of the bereavement in relation to *their* regular time off, the distance to be traveled, etc.

Employees asked to be pallbearers at a funeral shall be granted such time off with pay as is reasonable to attend the funeral, not however to exceed one (1) day. In addition, one (1) day will be granted for aunts, uncles, nieces, and nephews.

## Article 16 – Health & Safety

- 16.01** The Company shall institute and maintain all reasonable precautions for safeguarding the health and safety of its employees. Both the Company and the Union recognize their mutual obligation to assist in the prevention, correction, and elimination of unhealthy and unsafe working conditions and practices. All employees shall adhere to all safe work practices. Wearing of approved safety footwear, hearing protection, safety eyewear, and hard hats is mandatory, as is other safety equipment outlined in **Article 8.01** of the current Contract.
- 16.02** All injuries sustained during work hours, no matter how trivial, must be reported to the Supervisor before completion of the shift.
- 16.03** In cases of sickness or accidents, which necessitate absence from work, the employee shall immediately notify the Supervisor concerned.

**16.04**      **Joint Health and Safety Committee**

***A Joint Health and Safety Committee will be established, comprised of up to three (3) bargaining unit employees and up to two (2) Management employees.***

***The function of this Committee will be to discuss workplace safety issues during a meeting scheduled on a monthly basis. Minutes of the meetings will be recorded and posted in the workplace. The minutes of the meetings will contain concerns of the Committee and proposed recommendations. The Committee shall not have authority to alter any portion of the Collective Agreement.***

***Employees on the Committee shall be paid their regular rate of pay for their normal working hours.***

***Employees appointed by the Union to serve as representatives on the Health and Safety Committee shall be provided with Union training paid by the Company and reimbursed by the Union with no loss of seniority and shall be considered time worked. Such training will be arranged by the Union and Company so as not to disrupt operations.***

**16.05**      Government Safety Standards and Regulations will govern the use and storage of cleaning compounds, chemicals, and designated substances.

**16.06**      **Right to Refuse Work If Dangerous**

(a) Subject to sub-**article (b)**, an employee may refuse to use or operate a machine or thing, to work in a place or to perform an activity, if the employee while at work has reasonable cause to believe that:



- (i) The use or operation of a machine constitutes a danger to the employee or to another employee;
  - (ii) A condition exists in the place that constitutes a danger to the employee; or
  - (iii) The performance of the activity constitutes a danger to the employee or to another employee.
- (b) However, an employee may not refuse to use or operate a machine or thing, to work in a place, or to perform an activity if:
- (i) The refusal puts the life, health, or safety of another person directly in danger; or
  - (ii) The danger referred to is a normal condition of employment.
- (c) An employee who refuses to use or operate a machine or thing, work in a place or perform an activity under this sub-**article** shall report the circumstances to **their Supervisor** (or another **Manager** of the Company) without delay.
- (d) Where an employee makes a report under sub-**article (c)**, the employee shall inform the Company, in writing, within seven (7) days, whether the employee intends to exercise recourse under this **Collective Agreement** or the Canada Labour Code (Part 2 – Occupation Health and Safety) section 128. Once made, the selection of recourse is irrevocable unless the **Company** and the employee agree otherwise.

- (e) If the Company agrees that a danger exists, the Company shall take immediate action to protect the employees from the danger. The Company shall inform the Workplace Committee or the Health and Safety representative of the matter and the action taken to resolve it.
- (f) If the matter is not resolved under the sub-**article (e)**, the employee may, if otherwise entitled to under this **article**, continue the refusal and the employee shall without delay report the circumstances of the matter to the Company Plant Manager, and to the Workplace Committee or the Health and Safety Representative.
- (g) The Company shall, immediately after being informed of the continued refusal under sub-**article (f)**, investigate the matter in the presence of the employee who reported it and of:
  - (i) at least one **(1)** member of the Workplace Committee who does not exercise managerial functions;
  - (ii) the Health and Safety Representative; and/or
  - (iii) if neither of the above persons are available, at least one **(1)** person from the workplace who is selected by the employee.
- (h) If more than one **(1)** employee has made a report of a similar nature under this **article**, those employees may designate one **(1)** employee from among themselves to be present at the investigation.

- (i) The Company may proceed with an investigation in the absence of the employee who reported the matter, or if the person designated under this sub-**article**, chooses not to be present.
- (j) If a **Company** disputes a matter reported under this sub-**article**, or fails to take steps to protect employees from the danger, and the employee has reasonable cause to believe that the danger continues to exist, the employee may continue to refuse to use or operate the machine or thing, work in that place, or perform that activity. On being informed of the continued refusal, the Company shall notify a Health and Safety Officer under the Canada Labour Code (Part 3 – Occupational Health and Safety). The **Company** shall also inform the Workplace Committee or the Health and Safety Representative.
- (k) Employees who are affected by a stoppage of work arising from this sub-**article**, for the purposes of calculating wages and benefits, are deemed to be at work during the stoppage until the work resumes or until the end of the scheduled work period or shift, whichever period is shorter.
- (l) The Company may assign reasonable alternative work to employees who are affected by the refusal to work pursuant to this **article**.
- (m) An employee who exercises **their** rights under this sub-**article**, knowing that no circumstances existed that would warrant it, shall be required to repay those wages and benefits paid to employees in accordance with this sub-**article**, after all avenues of redress have been exhausted by the employee who exercised **their** rights under this sub-**article**.

- (n) If the employee and the Supervisor cannot agree on a remedy to the work refusal, then the matter must be reported to a Federal Health and Safety Officer pursuant to section 128(13) of the Canada Labour Code (Part 3-Occupational Health and Safety).
- (o) No employee shall be discharged, penalized, coerced, intimidated, or disciplined for refusing hazardous work pursuant to this **article** unless the employee exercised **their** rights knowing that no circumstances existed that would warrant it.
- (p) The Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused, unless the second worker is advised of the reasons for the work refusal in the presence of an employee member of the Workplace Committee and the refusing worker.

### Article 17 – Insurance, Health, and Pension Benefits

The Company reserves the right to select carriers that provide the most efficient and qualified service for all negotiated benefits. The Company agrees to discuss a change in the carrier prior to implementation. The present level of benefits and services will not be reduced as a result of change in carrier.

The Company shall provide the Union, upon request, with current copies of the Plan Text from the benefit providers.

A summary of the Health and Welfare Plans, as provided by the Company, is set out below. These plans are governed by the policies issued by the insurance companies concerned, the provisions of the Pension Plan, and the rulings of the appropriate government authority.

**17.01**      Alberta Health Care Insurance Plan

**17.02**      (a) Short Term Disability Plan (**seventy** (70%) **percent** of basic weekly wage). Coverage to begin on the first (**1<sup>st</sup>**) day if absence is caused due to an accident or if hospitalized. A waiting period of **three** (3) days is in effect if absence is due to illness.

(b) All employees that have completed their probation period will be entitled to **thirty-six** (36) hours personal time paid by the **Company** each calendar year. It will be at the sole discretion of the employee to utilize any part of the hours to supplement the waiting period for a Short Term Disability Claim. The utilization of payment to supplement the aforementioned waiting period will not extend the waiting period. All unused personal time hours will be paid out to the employee at the end of each calendar year.

**17.03**      Long Term Disability Plan (**sixty-five** (65%) **percent** of basic wage after **three** (3) years of service)

**17.04**      (a) Extended Health and Benefit Drug Plan. Employees will be provided with a drug plan card. The plan will cover **one hundred** (100%) **percent** of generic drugs and brand name drugs where no generic exists. Where a generic is available, the plan will cover **eighty** (80%) **percent** of the brand name drug.

(b) The following Paramedical services will be increased to **sixty** (\$60.00) **dollars** per visit to a maximum of **fifteen** (15) visits per year: Psychologists, Chiropractor, Physiotherapist, and Massage Therapy.

**17.05**     Dental Plan

The Dental Plan is defined as the “Sun Life Financial” Plan. Claims will be paid based on the Sun Life Dental Fee Schedule which will be updated yearly.

**17.06**     Milestone Recognition

The Company shall provide milestone recognition after **five** (5) years of service and every **five** (5) years thereafter.

**17.07**     Group Life Insurance

Effective Upon Ratification

Before Retirement:

Term Life	\$100,000.00
AD&D	\$100,000.00

After Retirement:

Permanent Life	\$2,000.00
----------------	------------

Total disability benefit to remain basis \$10,500.00.

**17.08**     Vision Care Plan

The Company agrees to provide hourly employees with Vision Care Insurance providing a **three hundred fifty** (\$350.00) **dollars** benefit over **two (2)** years for each employee who has seniority in the bargaining unit and for each of **their** dependents. Employees holding seniority for less than the full **two (2)** year period will enjoy a benefit, pro rata based, from the date of attaining seniority.

**17.09** The Company will reimburse upon presentation of a receipt any fees charged for the filling out of forms by doctors for examinations requested by the **Company** or its insurance company.

**17.10** Pension Plan

Defined Benefit

Employees hired prior to (November 6<sup>th</sup>, 2010) will participate in the Defined Benefit Pension Plan subject to the following employee contribution schedule:

Operators, MBR, and Maintenance employees will contribute **one dollar twenty-five** (\$1.25) **cents** per straight time hour worked to a maximum of **two thousand eighty** (2080) hours to the pension plan.

Laboratory employees will contribute **seventy-five** (\$0.75) **cents** per straight time hour worked to a maximum of **two thousand eighty** (2080) hours to the pension plan.

1. Normal Retirement – Age **sixty-five** (65).
2. Full Retirement Benefits will be as follows retroactive to all credited service in the pension plan.

For all Operators, MBR, and Maintenance employees participating in the defined benefit plan, effective April 1<sup>st</sup>, 2010 pension benefits will be **eighty** (\$80.00) **dollars** per month per year of credited service.

For all Laboratory employees participating in the defined benefit plan, effective April 1<sup>st</sup>, 2010 pension benefits will be **seventy-three** (\$73.00) **dollars** per month per year of credited service.

3. Early Retirement – Minimum age **sixty** (60) and **twenty** (20) years continuous credited service, there will be no reductions to the above benefits.

Reductions will apply as follows:

- (i) For age between **fifty-five** (55) years and **sixty** (60) years with **twenty-five** (25) years of credited service, the pension will be reduced at the rate of **four** (4.0%) **percent** per year from sixty (60) years of age.
- (ii) For age between **fifty** (55) and **sixty** (60) years with less than **twenty-five** (25) years of credited service (minimum **twenty** (20) years), the pension will be reduced at the rate of **four** (4.0%) **percent** per year from sixty (60) years of age, and for credited service reduced pro rata to **twenty-five** (25) years.

### Group RRSP

All employees hired after (November 6<sup>th</sup>, 2010) must participate in the Group RRSP for which the **Company** will contribute **five** (5%) **percent** of the employee's earnings based on the employee's straight time hourly rate, up to a maximum of **two thousand eighty** (2080) hours per year. The employee may, but is not required to make additional contributions into the plan, subject to available contribution room.



## Article 18 – Grievance Procedure

**18.01** A Grievance is defined as a difference between the Company and an employee or the Union as to the interpretation, application, or alleged violation of any provision of this Agreement.

In the event the Union or any employee believes that **the employee has** been unjustly disciplined or that any provision of the Agreement has been or is being violated, an earnest effort shall be made to adjust such grievance as quickly as possible.

A Grievance involving discharge shall be put in writing and filed with the Plant Manager within **ten (10)** working days and will be lodged at Step 2 of the Grievance Procedure. All non-discharge grievances are to be submitted **in writing** to the Company within **fifteen** (15) working days. **Company** grievances must be submitted within **fifteen** (15) working days from the time the grievance became known or should have become known.

### Step 1:

A Union **Steward**, with or without the employee, shall first take the issue to the immediate Supervisor of the area where the alleged breach occurred **or a Manager**. If this does not resolve the issue within five (5) **working** days, the Grievance will be supplied in writing and filed with the Plant Manager.

### Step 2:

The Union **Stewards, along with** a full time Union Representative, with or without the Grievor, and the Company

Representatives will meet within ten (10) **working** days of the Grievance being filed with the Plant Manager.

If no settlement is arrived at, the Plant Manager or **their** designate shall state **their** reasons in writing to the Union within five (5) **working** days following the meeting.

### Representation

The Company acknowledges the right of the Union to select a reasonable number of Union Representatives to assist employees in presenting complaints or grievances to the Company.

The Union acknowledges that the **Company** shall have the right to submit a grievance on any matter pertaining to this Agreement.

### Time Limit

- (a) Any case not taken beyond the completion of Step No. 1 and 2 within the time limit allowed will be considered settled. It is further understood that if the delay is caused by the Company, the time limits will not be considered breached.
- (b) All reference made to the number of days of time limit, unless otherwise specified, in the different steps of the grievance procedures shall exclude Saturdays, Sundays, and Holidays.
- (c) Time limits referred to in this **article** will be extended by request in writing by either party.

## Request for Arbitration

Should the parties fail to reach agreement in the final step of the grievance procedure, upon written request the grievance may be referred to arbitration within twenty (20) full working days of the second step grievance answer, upon written request of the Union.

It is agreed that any issue to be arbitrated shall be submitted to a single arbitrator that is satisfactory to both parties. In the event an agreement to the arbitrator cannot be reached, either party may apply to the appropriate Minister of Labour for a list of five (5) prospective arbitrators to be forwarded to each of the parties. Upon receiving the list, the parties have up to ten (10) full working days to accept an arbitrator from the list. If the acceptable arbitrator is unable to act or agreement cannot be reached on any of the remaining names on the list, the appropriate Minister of Labour will appoint an arbitrator, and **the arbitrator** will be accepted by both parties.

The Arbitrator shall not have the right or power, to add to, take away, amend, modify, change or disregard any of the provisions of this Agreement, and may **only** consider and decide the particular grievance presented.

The Arbitrator, however in respect to a grievance involving a penalty, shall be entitled to modify such penalty.

The decision of the Arbitrator shall be final and binding upon both parties.

The expense and fee of the Arbitrator shall be borne equally by the Company and the Union.

**18.02 Recognition of Union Stewards**

***The Company recognizes the important role that Union Stewards play in ensuring that all aspects of the Collective Agreement are adhered to.***

***Union Stewards may be appointed or elected by the Union from time to time, and the Union will identify to the Company its designated Union Stewards.***

**18.03 Union Stewards' Rights and Protections**

***The Company recognizes the heightened role and responsibility of Union Stewards and will support the Union Stewards in their unique role as both employees and representatives of the Union.***

**18.04 Union Stewards' Work on Company Time**

***Union Stewards shall be allowed to conduct Union business on Company time however they must obtain approval from their Manager or Supervisor prior to leaving their assigned work. This right must be exercised practically in so far as the operation of the business is concerned.***

**18.05 Requests for Information**

***Upon request, Union Representatives and Stewards will be provided and will hold in a confidential manner information relevant to the conduct of Union business.***

***Union Stewards will be provided a monthly listing of all new employees in all departments covered by the Collective Agreement.***

**No employee shall be required or permitted to make any written or verbal agreement that may conflict with the terms of this Agreement.**

**All correspondence between the parties shall be between designated representatives of the Company and designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives.**

**18.06 Bulletin Boards**

**The Company acknowledges the right of the Union to have locking bulletin boards at the Company's facility for its exclusive use. The Union shall supply the bulletin boards, which shall be installed by the Company in mutually agreed locations, and they shall remain the property of the Union. The Union shall be allowed to post any matter relating to legitimate Union business.**

**18.07 Printing of the Collective Agreement**

**The Company and the Union will each pay one-half (1/2) of the cost of printing this Agreement. A copy of the Collective Agreement shall be provided to each employee on commencement of employment by the Union or at the Union orientation. The printing of the Collective Agreement will be processed at a place determined by the Union.**

**18.08 Union Storage**

**The Company will provide the Union with a permanent location for a locking filing cabinet for the Union's exclusive use.**

## **18.09 New Member Orientation**

***Shop Stewards and/or Union Representatives will be permitted to orientate new members to the Union during New Member Orientation meetings.***

***New Member Orientation meetings will be considered integral to the Company's on-boarding process for new employees. Such meetings will:***

- (a) Be up to thirty (30) minutes in duration;***
- (b) Be held at the workplace and on Company time;***
- (c) Not be attended by Management officials or any other person excluded from the bargaining unit; and***
- (d) Be held within two (2) weeks of the new member's date of hire.***

***The Company agrees to provide to each new employee at the time of hire a Collective Agreement.***

## **Article 19 – Contracting Out**

The **Company** shall not contract out bargaining unit work except in cases where contracting out would not result in the loss of any bargaining unit hours, in the failure to recall an employee who has been laid off, nor in the loss of any hours which could be worked by employees in the bargaining unit.

## **Article 20 – Training Committee**

Mission Statement – The objective of this Committee is to facilitate an improvement in the skills of the employees of Canada Malting Co., in order to enhance individual growth and the global competitiveness of the

Company. This will be accomplished by creating a positive learning environment that encourages employees to succeed.

The Company and the Union agree that there is value in delivering appropriate training programs to the workforce. Both parties agree, within thirty (30) days of ratifying the Contract, the Training Committee will be reactivated to develop and implement training opportunities for maintenance, production, and laboratory staff. Specifically, the training committee will give consideration to developing a production operator training program.

Components of this program could include and would not be limited to the following:

- (1) Company malting standards.
- (2) Company safety, health & environmental standards
- (3) Malting knowledge
- (4) Sampling, laboratory analysis, and recordkeeping
- (5) Mechanical concepts
- (6) Lubrication requirements
- (7) Computer PLC fundamentals.

All recommendations must be agreed upon by both parties prior to implementation.

## **Article 21 – Strikes and Lockouts**

**21.01** It is agreed that there will be no strikes or lockouts instigated, endorsed, or condoned by either party for the duration of this Agreement.

## Article 22 – Duration – Termination

- 22.01** Agreement shall be in full force and effect as of the 1<sup>st</sup> day of April, **2019** and continue in full force and effect through the 31<sup>st</sup> day of March, **2022** and from year to year thereafter as hereinafter provided.
- 22.02** When notice to commence collective bargaining has been served, the **Collective Agreement** shall be deemed to continue to apply to the parties, notwithstanding any termination date in the **Agreement**, until a new **Collective Agreement** is concluded or a strike or lockout commences.
- 22.03** Either party wishing to amend this Agreement shall give notice in writing of such desire to the other party, specifying the desired change, not less than **sixty** (60) days prior to the anniversary date of this Agreement.
- 22.04** No less than three (3) days notice shall be given from the date of a legal lockout or strike position before any lockout or strike.
- 22.05** Any conclusions reached in the aforementioned negotiations shall, if so agreed, be made retroactive to the said anniversary date or the said termination date.



Dated this \_\_\_\_\_ day of \_\_\_\_\_ **2020.**

FOR THE **COMPANY:**  
CANADA MALTING CO. LTD.

FOR THE UNION:  
UFCW LOCAL **401**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dale Paul  
**Tiffany Smith**  
Rick Armstrong  
Randy Schuba

John Bursey  
**Bill Caron**  
Tim Lake  
**Murphy Ng**  
Andrew Rosher  
**Jeff Ible**  
**Ben Saloni**  
**Joe Irving**  
**Lee Clarke**

***This Agreement was ratified on September 1<sup>st</sup>, 2020.***

## Letter of Understanding #1

### Re: Apprenticeship

The Company and the Union agree to continue an Apprenticeship Program for the life of this contract. The number of candidates entering the program, and the type(s) of trades required, will be determined by the Company's needs in the maintenance shop.

A joint Apprenticeship Selection Committee (ASC) will be established to review each applicant against the criteria listed below. This committee will be tasked with evaluating and selecting the best candidates for the Apprenticeship Program.

The ASC will apply the following selection criteria:

- 50% Seniority
- 25% Past performance
- 25% Success in a reading comprehension and mechanical aptitude test developed and approved by the ASC

The Company agrees to pay, on an annual basis, all costs for tuition, books, and lab fees for each of the four periods that an apprentice is required to attend technical training at SAIT. In addition to this, the Company will pay the salary of an employee during technical training on the basis of a standard 40-hour week, and at the percent rate they qualify for under the terms of "Letter of Understanding #1" of the **Collective Agreement**. Statutory holidays that fall during an apprentice's training will be paid in the normal course of events when they occur. The Company will not pay, or reimburse, any costs for transportation, parking, or student activities while attending technical training.

The Union agrees to endorse the program and encourage the on-site tradesmen to work with and train the apprentices on-the-job.

The pay scale for the Apprenticeship Program will be as follows:

From indenture to the completion of 1<sup>st</sup> year requirements – 70% of the shop journeyman rate.

From completion of 1<sup>st</sup> year to the completion of 2<sup>nd</sup> year – 80% of the shop journeyman rate.

From completion of 2<sup>nd</sup> year to completion of 3<sup>rd</sup> year – 90% of the shop journeyman rate.

From completion of 3<sup>rd</sup> year to journeyman certification – 95% of the shop journeyman rate.

All employees are eligible to bid on an apprenticeship placement, except for employees who are already in the apprenticeship program or already employed as journeymen in the shop.

Should an employee fail at any stage of the Apprenticeship Program, or wish to terminate **their** involvement in the Program, **they** will be allowed to displace the most junior employee on the seniority list from their job, provided **they are** capable of performing that job and **have** greater seniority than that employee.

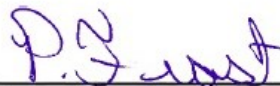
FOR THE **COMPANY**:  
CANADA MALTING CO. LTD.



---

Dale Paul  
Director Human Resources

FOR THE UNION:  
UFCW LOCAL **401**



---

Peter Frost  
President

Letter of Understanding #2

Re: Permanent Lay-Offs

The Company agrees to meet and discuss with the Union all permanent lay-offs that will take place in the workforce. The topics for discussion will include but not be limited to terms of separation from the Company.

Signed this 30<sup>th</sup> day of September, 2016.

FOR THE **COMPANY**:  
CANADA MALTING CO. LTD.



---

**Dale Paul**  
**Director Human Resources**

FOR THE UNION:  
UFCW LOCAL **401**



---

**Peter Frost**  
**President**

Letter of Understanding #3

**Re: Positive Atmosphere**

In the interest of providing a positive atmosphere, the Company, agrees to commit to ongoing updates through information sessions which shall be held at least every 6 months.

Signed this 30<sup>th</sup> day of September, 2016.

FOR THE **COMPANY**:  
CANADA MALTING CO. LTD.



---

**Dale Paul**  
**Director Human Resources**

FOR THE UNION:  
UFCW LOCAL **401**



---

**Peter Frost**  
**President**

Letter of Understanding #4

**Re: Outside Services**

Pursuant to Article **19.0**, it is the intention of the Company to utilize the skills and experience of its bargaining unit employees. The parties agree that the **Company** may engage outside services for Maintenance work under the following conditions.

1. Jobs requiring specialized equipment or skills.
2. Work not normally associated with **Plant** operations.
3. Capital Projects (***list of approved Capital Projects to be shared with employees at the beginning of each fiscal year and as requested***).

CANADA MALTING CO LIMITED  
Calgary, Alberta

UFCW Local 401  
Calgary, AB



\_\_\_\_\_  
Dale Paul

Date: *June 3/20*



\_\_\_\_\_  
Joe Irving

Date: *JUNE 3/20*

**Letter of Understanding #5**

**Re: Overtime Corrections**

**Pursuant to Article 9.02, it is the intention of the Company and the Union to work collaboratively together to address overtime concerns by:**

- 1. Forming an Overtime Committee to develop a SOP (Site Operating Procedure) within sixty (60) days of ratification.**
- 2. Creating an Overtime Log to track requests for overtime.**
- 3. Conduct training for Team Leads on the overtime allocation process.**

CANADA MALTING CO LIMITED  
Calgary, Alberta

UFCW Local 401  
Calgary, AB



---

Dale Paul

Date:

*June 3/20*



---

Joe Irving

Date:

*JUNE 3/20*

**Letter of Understanding #6**

**Re: Locking Union Bulletin Board Keys**

***In the interest of the parties, for a trial period of this Collective Agreement both the Union and Human Resources will have keys to the Union's locking bulletin boards. The Company agrees they will identify any documents or postings that they believe are not legitimate Union business to the Union and will have legitimate conversation prior to removing any postings. Only the Human Resources employee will be allowed to access the Union's bulletin board and remove any postings. Any disputes arising out of the interpretations of this LOU shall be subject to the Grievance and Arbitration Procedure.***

***This letter of understanding will expire at the end of the contract.***

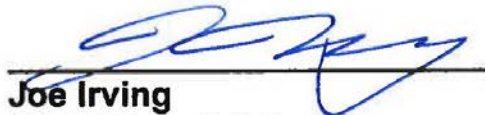
Signed this 4<sup>th</sup> day of June, 2020.

**FOR THE EMPLOYER:  
CANADA MALTING CO. LTD.**

**FOR THE UNION:  
UFCW LOCAL 401**



**Dale Paul  
Director Human Resources**



**Joe Irving  
UFCW Local 401**



**Letter of Understanding #7**

**Re: Bargaining Committee Day in Lieu**

**Pursuant to Article 14.03, the following practice will be adopted during negotiations to renew the Collective Agreement in 2019:**

- 1. Employees on the Union Bargaining Committee who bargain on days off will be entitled to an unpaid lieu day as per #2.**
- 2. Employees bargaining for two (2) or more days on days off between blocks will be entitled to one (1) unpaid lieu day.**
- 3. The unpaid lieu day will be arranged by the Company at a later date depending upon operational needs.**

CANADA MALTING CO LIMITED  
Calgary, Alberta

UFCW Local 401  
Calgary, AB



Dale Paul

Date:

*June 3/20*



Joe Irving

Date:

*JUNE 3/20*

Dated this \_\_\_\_\_ day of \_\_\_\_\_ **2020.**

FOR THE **COMPANY:**  
CANADA MALTING CO. LTD.

FOR THE UNION:  
UFCW LOCAL **401**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dale Paul  
**Tiffany Smith**  
Rick Armstrong  
Randy Schuba

John Bursey  
**Bill Caron**  
Tim Lake  
**Murphy Ng**  
Andrew Rosher  
**Jeff Ible**  
**Ben Saloni**  
**Joe Irving**  
**Lee Clarke**

***This Agreement was ratified on September 1<sup>st</sup>, 2020.***