

COLLECTIVE AGREEMENT

BETWEEN

P&H MILLING GROUP
A DIVISION OF PARRISH & HEIMBECKER, LIMITED
LETHBRIDGE, ALBERTA

AND

UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401

Renewal: ***January 1, 2020***

00456-16

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MEMORANDUM OF AGREEMENT

This agreement finalized and ratified by the Union on the **27th** day of October **2021**.

BETWEEN:

P&H MILLING GROUP
A division of Parrish & Heimbecker, Limited
Lethbridge, Alberta

hereinafter called "The Company"

of the first part

and

UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401

affiliated with the

AMERICAN FEDERATION OF LABOUR

CONGRESS OF INDUSTRIAL ORGANIZATIONS and
THE CANADIAN LABOUR CONGRESS, LETHBRIDGE, ALBERTA
hereinafter called "The Union"

of the second part.

The parties hereto mentioned agree to changes to the collective Agreement signed _____, as follows:

Article 1 – Term of Agreement

This Agreement shall take effect and be binding upon the parties hereto from the 1st day of January **2020** and terminating the 31st day of December **2022**.

Article 2 – Purpose of Agreement

The purpose of this Agreement is to define and maintain satisfactory working conditions, hours of employment and wage rates for all employees who are subject to the provisions of this Agreement. It also sets out the responsibilities of each of the contracting parties along with the rights and privileges of an employer - employee relationship. It is intended by both parties that the relationship be harmonious during the term of the Agreement but that if any problems should arise pertaining to the employer - employee relationship, said problems will be settled amicably by reference to the provisions of the Agreement.

Article 3 – Recognition

It is understood and agreed that in as much as the Company recognizes the Union as the sole and exclusive bargaining agent for all employees, as set out in the certification certificate issued by the Department of Labour of the Federal Government of Canada, as evidence of good faith, the Union will encourage its members to carry out their duties to the best of their ability and put forth an acceptable level of effort, honesty, and care at all times.

Article 4 – Relationship

- (a) There shall be no discrimination, interference, restraint, or coercion by the Company or any of its agents against any

employee because of membership in the Union or Union Affiliation, and the Union will not coerce employees into membership or distribute propaganda or transact any other business of the Union on the Company's time other than that provided in this Agreement.

The Company will supply bulletin boards in the mill lunchroom, bakery mix lunchroom, and maintenance lunchroom, for the convenience of the Union in posting Union activities. However, all such postings will be submitted to Management for approval before being posted.

- (b) Both parties recognize that most work, under normal circumstances, shall be performed by the Union members; however, at times, due to heavier than normal workloads, training, emergency situations, and/or unexpected customer orders, it may be necessary, in order to maintain efficiency and/or customer service, to have supervisory personnel performing work which may not be part of their normal duties.

Article 5 – Management Rights

The Union acknowledges that, subject to express provisions in this Agreement, it is the exclusive function and right of the Company to manage its plants; to maintain order, discipline, and efficiency; to direct the working force, including the right to hire, suspend, or discharge for cause; to assign and re-assign employees to jobs; to increase or decrease the working force; to determine the product to be handled, produced, and processed or manufactured; to schedule production and processing and production methods or handling of its product.

Article 6 – No Strikes or Lockouts

During the term of this Agreement, the Company agrees that it will not cause or direct any lockout of its employees, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with production or services, and that if such collective action should be taken, it will instruct its members to carry out the provisions of the Agreement and return to work and perform the duties in the usual manner.

The Union further agrees that, should a strike be called because of failure to negotiate a new agreement, the licensed elevator employees, the Watchers, and the Engineer and/or employee responsible for boiler and sprinkler maintenance will not be called out.

Article 7 – Hours of Work & Conditions of Overtime

- (a) This Article is intended to define the normal hours of work and is not to be construed as a guarantee or limitation of the number of hours to be worked per day, or for any other period of time, except as specifically provided in this Agreement.

The normal work week will consist of forty (40) hours, Monday to Friday, 7:00 a.m. to 4:00 p.m. daily except for employees on continuous shifts who will commence at 7:00 a.m. Monday; each shift will work at least five (5) shifts with the regular week ending at 7:00 a.m. the following Monday. Warehouse and Packing Operators shifts will commence at 10:30 p.m. Sunday.

The regular work weekday will consist of eight (8) hours. All hours worked in excess of forty (40) hours per week shall be paid at one and one half (1 ½ X) times the regular rates up to and including seventy-two (72) hours per week, and additional hours shall be paid for at two (2 X) times the regular rate. All hours

worked on Saturday will be paid at one and one half (1 ½ X) times the regular rates as long as forty (40) regular time hours have been reached. In the case that the employee working Saturday has not reached forty (40) hours, he/she will be paid at the straight time rate until forty (40) hours has been attained for that week. All hours worked on Sunday will be paid at two (2) times the regular rates. All hours worked in excess of eight (8) hours per day shall be paid at one and one half (1 ½ X) times the regular rate. Daily and weekly overtime shall not be compounded.

The normal shift rotation will be on a weekly basis from days to nights to afternoons for Packing Operators and Shift Millers, and the normal shift rotation for Second Millers and others on continuous shifts will be on a biweekly basis.

Other work schedules may be established by the Company from time to time to meet the needs of the business. The employees will be advised of changes in these work schedules as much in advance as possible and usually prior to 3:00 p.m. Thursday for the following week. It is agreed that changes to the work schedule will be necessary from time to time to permit crew to be shifted to periods of peak work demand and for other reasons. In such cases, shift schedules will be set by 3:00 p.m. Friday for the following week and will usually be fixed subject to usual layoff notices and weekly guaranteed employment provisions as indicated elsewhere in the Agreement.

The Union agrees that, due to needs of the business, it may be necessary to introduce rotational extended work schedules with longer workdays and longer periods of time off and non-concurrent workdays and varying starting days. In the event that this type of schedule is introduced it is agreed that Saturday (1-1/2 X) times normal rate and Sunday (2 X) times normal rate premiums will no longer be applicable to those employees working these schedules. Additionally, these new schedules will

be worked for at least one (1) complete shift rotation schedule or the premiums and rules covering the existing conditions and hours of work will apply.

When weekend routine maintenance is required on existing equipment, licensed maintenance employees of the Company will be given the opportunity to work. If no licensed maintenance employees of the Company wish to do so, then outside contractors will be employed.

- (b) Choice of employees to work overtime during the regular work week shall be decided by seniority and ability in the department for which the overtime is required. The extension of a shift shall not exceed four (4) hours or a total of twelve (12) consecutive hours work. Choice of employees to work overtime on the sixth (6th) and seventh (7th) days of work will be on the basis of seniority and ability in that department. If all personnel in the department are called in for the overtime, each employee will work the overtime shift that corresponds to the regular shift worked all week in the department. All overtime shall be voluntary subject to going down the seniority list of the department in which the overtime is to be worked, but in the event nobody volunteers, the least senior employee or employees in the plant will be required to work providing they have the ability to perform the work required. Departments for the purpose of this article shall be Flour Mill, Flour Warehouse and Packing, Terminal Elevator, Maintenance, Tote Packing, and Miscellaneous.
- (c) Employees required to lay off part of any shift in order to report for duty on another shift shall not be penalized by losing pay for hours not worked on the regularly scheduled shift. This does not apply where employees are required to report back within the same twenty-four (24) hour period. Employees required to work a split shift will be paid one and one half (1 ½ X) times their regular rate for the second part of the split shift.

- (d) Extra or casual employees shall not be assigned to work to the exclusion of regular employees who have been laid off, provided such employees can perform the required work. Extra or casual employees will be defined as someone performing work that is temporary in nature and not regularly required or is of an unexpected or temporary nature.

Regular employees who are being laid off are to be given twenty-four (24) hours' notice before being laid off (whether for a short-term layoff or longer-term layoff) and twenty-four (24) hours notice as to when they are expected to return to work. In the case of a long-term layoff (more than one (1) week) regular employees with one (1) or more years of service will be given one (1) day layoff notice for each completed year of service with the Company, up to fifteen (15) days. The Company shall be exempt from giving such notice i) due to reasons beyond the Company's control, or ii) due to disciplinary action.

- (e) If the Company determines it necessary to fill a permanent vacancy; such job will be posted for a period of seven (7) calendar days and filled from those employees signing the posting on the basis of ability and seniority, provided that such employees are capable of learning and performing the job in a safe, efficient, and productive manner. Should two (2) employees with the same ability apply, then seniority will prevail as the overriding decider. The selected employee assigned or transferred to a new job, will be given an appropriate trial and training period for the job. The appropriate trial and training period will be deemed by the supervisor in the department where the posting has occurred, but shall not be longer than fourteen (14) calendar days. An employee shall be returned to his or her previous job if he or she is unable to perform the new job to the satisfaction of the supervisor of the department where the vacancy has occurred. An employee, who has been awarded a job through the job posting procedure, will be informed in person

by a Company Representative and also notification will be posted on the Company Bulletin Board with the job recipient's name after the trial period has been successfully completed. Should no one apply, the Company may go outside the bargaining unit to fill the position. A successful applicant for a posted job shall not be permitted to apply again for twelve (12) months unless mutually agreed to by the Company and the Union.

- (f) An employee instructed and assigned to relieve a supervisor temporarily will be paid ten (10%) percent increase in his/her own rate for the number of hours worked up to eight (8) hours per day provided the said employee relieves for at least one (1) day.
- (g) Employees assigned temporarily to lower rated positions shall not have their current rates reduced. Employees assigned temporarily to higher rated jobs will be paid the higher rate. Temporary assignees (Millers and Oilers) will earn temporary rates for shutdowns; and earn temporary rates for holidays provided the temporary assignee works both sides of the holiday.
- (h) Should an employee be requested to return to work after completion of a regular shift with notice given prior to leaving the plant, the employee shall be paid a minimum of two (2) hours at one and one half (1 ½ X) times rate. This does not apply to an extension of a regular shift.

Should an employee be requested to return to work after completion of a regular shift without notice, or should an employee be requested to work on an unscheduled day without notice, the employee shall be paid a minimum of four (4) hours work at one and one half (1 ½ X) times rate, except for Sunday which will be paid at the double (2X) times rate for the actual hours worked, but in any event will not receive less than six (6) hours pay. The employee shall be through when the supervisor

decides the work is completed. This paragraph does not apply to an extension of a regular shift.

In the case of a call-in before or after a regularly scheduled shift, the employee will be given the option of leaving the plant after working eight (8) hours or working the balance of the shift at the straight time rate.

- (i) Employees shall be granted a ten (10) minute paid rest period during each four (4) hour half-shift worked. The time for each rest period will be designated by the supervisor in charge of each department. Employees shall not leave the work premises during these paid rest periods or during paid lunch periods. Employees violating this provision shall be subject to disciplinary action by the Company.
- (j) For the purpose of this Agreement, all days are defined as twenty-four (24) hour periods commencing at 7:00 a.m., except if otherwise agreed upon.
- (k) An employee reporting for work for a regular shift, or on an unscheduled day at the request of a supervisor, shall be given a minimum of four (4) hours work or in lieu thereof four (4) hours pay at the applicable rate.
- (l) If an employee is unable to report for work for any reason, the employee or someone from home will phone his or her supervisor before the shift commences advising the reason, so the supervisor can arrange or plan accordingly.
- (m) Overtime hours actually worked under paragraph (b) may be accumulated at the option of the employee on the same basis as overtime pay, but in lieu of overtime pay may be taken as accumulated time off at a time suitable to the Company. Banking overtime hours shall be at a minimum of thirty (30) minutes per

workday. Banked time taken must be at thirty (30) minute increments. However, such accumulated time must not exceed **eighty (80) hours** and must be taken by December 31st each year, or the *Company* must pay the employee by the end of January the following year for the number of hours accumulated. Unless advised otherwise overtime worked will be paid. Advice to accumulate vacation in lieu of overtime will be submitted to the Payroll Supervisor in writing in advance of the timecards being picked up for the pay period involved.

Article 8 – Wage Rate and Payment

- (a) Wages are to be paid in accordance with the rates as set forth in the Wage Schedule attached to this Agreement. However, when an employee is transferred to a higher rated classification, the rate for said employee may be continued for a period of thirty (30) working days or such longer period as the Company may deem necessary for the said employee to learn the work before raising the rate, but said period shall not exceed a total of ninety (90) working days. This paragraph will not apply to Millers whose work requires skill and responsibility. A Second Miller fully responsible for a shift will receive twenty-five (\$0.25) cents per hour over the Second Miller rate for the first sixty (60) working days in relief. After the Second Miller has worked sixty (60) working days or four hundred eighty (480) working hours, whichever comes first, in relief, the Second Miller in relief will receive the Miller rate while relieving the Miller. However, when the Second Miller goes back to the Second Miller responsibilities, the rate of pay will revert back to the Second Miller rate.

The starting rate for new employees in the Flour Division will be four (\$4.00) dollars per hour below the rate listed for the appropriate classification in the Wage Schedule attached except for Plant-wide utility position which will start at two (\$2.00)

dollars per hour below the corresponding wage rate. Such new employees will receive a one (\$1.00) dollar per hour increase at the completion of the ninety (90) working days or seven hundred twenty (720) working hours, probationary period, and a one (\$1.00) dollar per hour increase at six (6) months of service, and one (\$1.00) dollar per hour increases in wage for each additional six (6) months of service until the full rate listed in the Wage Schedule is attained. Journeymen or Journeywomen will be exempt from this clause.

- (b) Wages are to be paid every second Friday. However, if a Friday pay-day falls on a Holiday as defined by this Agreement, wages will be paid on the Bank Day preceding, providing this allows three (3) full days for the Company to prepare the payroll. Where there are fewer than three (3) full days for preparation, wages will be paid the first Bank Day after the Holiday, and notice of such payment will be posted on the bulletin board.
- (c) As of the date of ratification, a premium of one (\$1.00) dollar per hour will be paid to employees working the afternoon shift or night shift. Shift premiums are to be excluded in the calculation of daily and weekly overtime.
- (d) Maintenance employees who are scheduled to be “on-call” shall receive a premium of two (2) hours pay at straight time for each day that they are on call in addition to any hours actually worked.
- (e) Millers’ Course

It is mandatory for all Shift Millers to complete the Intermediate Certificate / first four (4) modules of the NABIM (National Association of British and Irish Millers) Milling Course. The Company will pay for the one-time registration, purchase of books, and examination fee. Students who fail to pass the examination shall pay all the costs should they need to re-test,

which includes but is not limited to registration with NABIM, examination fee and purchase of books should NABIM make any revisions prior to registration. Students who fail the course and examination shall reimburse the Company for all the costs associated with the initial registrations.

Current Shift Millers (as of December 31st, 2017)

Provided that the employee is enrolled, submitting the lessons test, and passing the corresponding examination, he/she will be entitled to full wage rate. Failure to pass the test will bring the rate down to the corresponding Shift Miller wage classification as follows until he/she passes the re-take examination:

New Shift Millers (promoted or hired on January 1st, 2018)

He/she will follow the wage classification, but the full rate will only take effect upon completion of the four (4) modules.

Article 9 – Paid Holidays

- (a) The Union and the Company recognizes the following **twelve (12)** paid holidays:

New Year's Day, Good Friday, Victoria Day, 2nd Monday in June, Canada Day, Civic (August) Holiday, Labour Day, **Truth & Reconciliation Day**, Thanksgiving, Remembrance Day, Christmas Day, and Boxing Day.

The Company will provide an additional paid holiday if and when such a holiday is declared by the Federal Government.

- (b) Subject to the exception hereafter set forth, employees shall be

paid for the above-named holidays on the basis of eight (8) hours at their regular rates. A day in lieu of the actual paid holiday may be substituted by mutual consent between the Company and the Union.

- (c) Any employee not qualified for paid holiday pay shall be paid one and one half (1 ½ X) times the regular rate for work performed on such holiday. Any employee qualified for a paid holiday and required to work on such a day will be paid one and one half (1 ½ X) times the regular rate for hours worked plus eight (8) hours straight time for the paid holiday.

Article 10 – Annual Vacation

- (a) Vacation entitlement will be determined by the employee’s service anniversary date. Employees who, on that date, have accumulated unbroken service on the payroll, shall receive a vacation with pay as follows:

After one (1) year service	2 weeks
After five (5) years service.....	3 weeks
After ten (10) years ’ service	4 weeks
After twenty (20) years service	5 weeks

Upon completion of twenty-five (25) years of service, employees shall be allowed one (1) extra week’s vacation to be taken for that year only. This vacation week will be taken in the year starting on their anniversary date.

Upon completion of thirty (30) years of service, employees shall be allowed one (1) extra week’s vacation to be taken for that year only. This vacation week will be taken in the year starting on their anniversary date.

The vacation year will start on January 1st each year. If an

employee's vacation entitlement changes as a result of a service anniversary during the current vacation year, the vacation entitlement will be adjusted proportionate to the days of service in the current vacation year over three hundred and sixty-five (365) multiplied by the increased number of working days entitlement in the above schedule rounded to the nearest full day more or less.

Vacation pay shall be two (2%) percent of the employee's previous year's T4 earnings for the vacation year or forty (40) hours pay at the basic straight time rate for each week of vacation entitlement, whichever is to the advantage of the employee. In cases where an employee is absent for more than sixty (60) days during the twelve (12) month period ending December 31st, vacation pay for such employee will be reduced by one-twelfth (1/12th) for each month of absence beyond the sixty (60) days.

- (b) Employees who have not completed one (1) year service by December 31st, but have more than three (3) months continuous employment, shall receive an amount equal to four (4%) percent of their earnings.
- (c) Employees who leave the service of the Company for any reason during the vacation year shall receive vacation pay based on the employee's earnings since the preceding December 31st.
- (d) Vacation will be allocated on the basis of seniority within the department but on a two-tiered rotation each year with each employee taking their turn for preference on the basis of seniority. Each department will be divided into two (2) equal tiers of seniority. In the case of odd numbers, the middle person will be allocated to the group of closest seniority. Each year the most senior employee of the previous year's tier will drop to the bottom of the tier for the purpose of choosing vacation as provided in this paragraph. An employee would be limited to choosing up to three (3) consecutive weeks of vacation during prime vacation time,

that is, that time when school is out including Christmas week, with their first pick. Each employee, in turn, would choose up to three (3) weeks of their preference for vacation time within the department. Fourth (4th) and subsequent weeks will be allocated in the reverse order from the bottom of the vacation tier to the top. Vacation time accumulated under paragraph 7(m) will not be scheduled using this process. The time for all vacations will be subject to Company approval consistent with the necessity of plant operations and other work.

- (e) Vacation entitlement will be established by years of employment as of December 31st each year. The vacation year will be from January 1st to December 31st each year. Every employee will take their vacation entitlement in the calendar year following the date of entitlement. Vacation periods shall not be accumulated from year to year. Blank vacation schedules for each department will be issued no later than October 1st each year for orderly scheduling of vacations for the following calendar year. The deadline for selection of vacations in accordance with paragraph 10(e) will be November 15th, after which time the preference will be given based on seniority until November 30th. After this date, vacation will be scheduled on a first come first served basis until all vacation dates are established, but in any event, vacations must be scheduled by December 15th at the latest.

Once selected, each employee will take their vacation on dates shown on the schedule except for unforeseen extenuating circumstances. In such cases, the rescheduled vacations must also be taken at a time approved by the Company.

- (f) At the beginning of each new calendar year, a vacation rate of pay will be calculated using T4 earnings from the previous year and vacation hours entitlement. This vacation rate of pay will be paid for each hour of vacation taken in the New Year or vacation pay will be forty (40) hours pay at the basic straight time rate for

each week of vacation entitlement, whichever is to the advantage of the employee. The Company will provide each employee with the calculation of vacation pay when completed.

(g) T4 Earnings and gross earnings is less allowances and taxable benefits.

Article 11 – Seniority

- (a) There will be no seniority acquired by employees during the first ninety (90) working days or seven hundred twenty (720) working hours, whichever comes first, of employment, but after that number of days/hours have been worked, seniority shall date back to the original date of employment. Employees without seniority are not obligated to recall by the Company, and may be dismissed without recourse. No seniority will be acquired by extra or casual employees who work less than ninety (90) days in a calendar year. Recall period will be equal to the length of service, but shall not exceed three hundred & sixty (360) days.
- (b) In all cases of increase or decrease in staff, temporary lay-off or the calling back to work, promotion or demotion, the principal governing factor will be seniority, provided that the supervisor is satisfied the employee has the ability to perform the job satisfactorily within a reasonable period of time.
- (c) If any employee is absent from work because of accident or sickness, the employee shall not lose seniority rights, but if an employee is absent from work for any other reason, without the consent of the Company, the employee shall lose seniority and may be dismissed. However, in the event that the employee is not dismissed from the Company and returns to work, the employee will regain seniority after a probation of ninety (90) days.

- (d) Employees who are hired expressly to replace vacationing employees during the months of June, July, August, and September will not acquire seniority and will be laid off at the end of the vacation relief period. If an employee is kept in employment after vacation relief, the time worked will count towards the ninety (90) working day probation period.

Article 12 – Leave of Absence

- (a) The Company may grant leave of absence, with or without pay, to an employee for a legitimate personal reason. An employee who is absent with such permission shall not be considered to be laid off and the seniority of the employee shall continue to accumulate during the absence.
- (b) Union business shall be considered as good cause for leave of absence and such leave of absence shall be granted by the Company as long as substitutions or adjustments can be made so as not to interfere with the normal operation of the plant.
- (c) ***Provided the employee attends the funeral or memorial service, leave with pay will be given for up to five (5) consecutive working days for the death of:***
- ***the employee's spouse (or common-law partner).***
 - ***the employee's child***
 - ***a child of the employee's spouse (or common law-partner)***
- Provided the employee attends the funeral or memorial service, up to three (3) days will be paid in the event of the death of:***
- ***a brother or sister of the employee.***
 - ***a parent of either the employee or the employee's***

spouse (or common-law partner).

- ***A grandparent of the employee.***
- ***A grandchild of the employee.***
- ***A relative residing with the employee permanently.***
- ***A brother-in-law or sister-in-law of the employee.***

- (d) An employee who is a member of the Canadian Armed Forces and who is called to active duty will be granted a leave of absence. The Company will continue to pay its share of the cost of benefits during such leave for as long as the employee pays his/her share.
- (e) The Company shall pay an employee who is called for jury selection, to serve as a juror, or is subpoenaed as a witness the difference between his/her normal earnings, at his/her basic rate, and the payment he/she received for the jury duty, or as a subpoenaed court witness, provided the employee presents to the Company proof of the payment received by him/her.

Article 13 – Grievance

- (a) Shop Stewards, consisting of one (1) member from each of the major departments in the plant, shall be elected by the Union in a manner determined by them, and the Company shall be kept informed of the personnel. Each Shop Steward shall have at least six (6) months service with the Company.
- (b) Grievance work carried on during the regular working hours of the employee members involved shall be paid for so that they will not lose pay as a result of such activities. If Management elects to meet on a grievance matter at a time other than regular hours, time spent by employees present at the meeting will not count towards overtime.

- (c) The Union acknowledges Union members have regular duties to perform on behalf of the Company, and that such persons will not leave their regular duties without first obtaining permission from their immediate supervisor. It is understood by the Company that the supervisor will grant permission to a Union member to leave his or her regular duties as soon as possible after the application for such permission is received. It is clearly understood that Union members will not absent themselves from their duties unreasonably to deal with grievances of employees.
- (d) It is agreed that all grievances must be dealt with as soon as possible. To encourage this, any grievance must be filed by an employee within ten (10) calendar days of the alleged circumstances coming to the knowledge of the employee. If a satisfactory settlement is not reached within five (5) calendar days after the grievance is submitted it may be advanced to the next step of the grievance procedure. Replies to grievances will normally be given within the five (5) calendar days unless a longer time is mutually agreed to. The following procedure shall be applicable progressively to the adjustment of disputes or grievances:
- Step 1: Between the aggrieved employee, the Shop Steward, and the Department supervisor.
- Step 2: Between the aggrieved employee, the Chief Steward and/or the Unit Chair, and the Operations Manager.
- (e) Grievances must be presented in the first step in writing.
- (f) When a grievance which affects the rate of pay of any employee is not amicably disposed of within seventy-two (72) hours, but subsequently is settled satisfactorily, and as a result of such settlement the wages of the employee are increased or

decreased, such increase or decrease shall be made retroactive to the date on which the grievance was first submitted in writing.

- (g) If an employee is dismissed and feels unjustly dealt with, they may within not more than seventy-two (72) hours from receipt of notice of dismissal, inform his/her Union President or Shop Steward who shall, in turn, notify the Company within twenty-four (24) hours in writing. The dismissal shall then be termed as a grievance and shall be dealt with according to the grievance procedure herein, beginning with the second step.
- (h) Should there at any time arise a question or grievance involving interpretation of this Agreement, either on the part of the Union or Management, upon which no settlement can be reached, such a question shall be referred to a Board of Arbitration constituted as follows:
- One representative named by the Union.
 - One representative named by the Company.
 - A third by mutual agreement of the two parties, who shall be Chairman.

Or, should parties agree, a single arbitrator shall be chosen.

In the event of failure to agree upon the third party, he/she shall be appointed by the Minister of Labour of Canada. The decision of the majority of the Board of Arbitration shall be binding on all parties involved for the life of this Agreement. The Arbitration Board shall not be authorized to make any decisions inconsistent with the provisions of this Agreement.

- (i) The Union and the Company shall be each responsible for one-half (1/2) of the expenses of the fees payable to the third arbitrator.

- (j) If either the Company or the Union alleges violation of the Agreement through the actions of officials of either, the complaint may be dealt with through Grievance Procedure.
- (k) If an employee is disciplined in any manner, the Company shall notify the Union Chief Steward or Unit Chairperson in writing within two (2) working days, stating the reason for such discipline.
- (l) Employees who have developed a disciplinary record shall have that record removed from their file two (2) years after the date of such discipline, except instances of theft, bullying, violence, being under the influence, insubordination, violations of the Lock-Out / Tag-Out Policy, Confined Space Policy, or their equivalent, sabotage, and security breaches.

Article 14 – Safety and Health

- (a) The Company shall make reasonable provisions for the safety and health of the employees during the working hours and lunch breaks at the plant, including protective devices and first-aid supplies and equipment. The employees agree to observe the rules of safety and cleanliness on the Company's premises. Every effort possible will be exerted by both parties to eliminate accidents and sickness. Workers agree to support the Health and Safety Program as much as possible through dedicated safety meeting attendance, and support the ongoing daily adherence to safety rules and regulations.
- (b) Upon presentation of an approved **original** purchase receipt the Company will pay up to one hundred **and thirty (\$130.00)** dollars per year, or two hundred **and sixty (\$260.00)** dollars every second (2nd) year, for work boots. **Upon Supervisor approval, employees who operate as a full time Bulk Operator and/or**

Maintenance staff who require new shoes within one (1) year from their last reimbursement, may request an additional one hundred and thirty dollars (\$130.00).

- (c) Clothing - The Company will provide pants/shirts or coveralls to employees. The Company shall be responsible for security and laundering of the clothing.

The Company will make outer winter parkas available to employees who need them. Two (2) parkas will be available in the Warehouse.

Article 15 – Union Security

- (a) It shall be a condition of employment that any eligible employee who, at the date of this Agreement, was a member in good standing or becomes a member after this date, shall maintain such membership during the term of the Agreement.
- (b) It shall be a condition of employment that any eligible new employee ***upon date of hire join the*** Union and maintain membership ***and*** pay the normal Union dues for the duration of this Agreement.

Employees coming under this section who work less than ten (10) hours in any calendar week will not be subject to deduction of dues for that week.

- (c) Upon receipt of written authorization forwarded ***to*** the Union, and effective as long as such authorization has not been revoked by the employee, the Company agrees to deduct from the biweekly pay of each employee, Union initiation fees and dues. All such sums deducted, together with a record of those from whom deductions were made and the amounts thereof and the weeks

for which such deductions were made, shall be handed to the Union not later than the last day of the calendar month in which such deductions were made.

- (d) Employees returning to work following layoffs, leave of absence, or who are being re-employed shall be required to pay the normal Union dues.
- (e) ***The parties agree that should the Union request a dues structure that creates a new administrative process for the Company, the parties will meet to discuss and resolve.***

If the Union discovers errors with dues deduction, they will advise the Company along with the required changes and the Company will apply them.

Article 16 – Weekly Guaranteed Employment

- (a) The Company agrees to guarantee weekly employment on the following basis:

Employees with three (3) years service - guarantee of forty (40) hours of work including the first (1st) day of the work week.

- (b) This guarantee is subject to the following terms and conditions.
 - (1) Shift premiums, overtime pay including weekends, will not be considered in calculating the guarantee. In other words, the guarantee will be calculated at straight time rates.
 - (2) Paid holidays form part of the guarantee if observed in the employee's normal work week.
 - (3) It is agreed that employees will perform whatever work is

assigned to them. If the employee declines the work, then the Company is relieved from its responsibility to that employee for the week involved as a result of this guarantee.

- (4) If an employee is late or absent from work due to vacation, sickness, or leave of absence on a scheduled day or on a called in day, the guarantee will be reduced by the hours lost because of such absence.
 - (5) The Company will not be responsible for this guarantee in cases of plant breakdowns, acts of God, or force majeure.
- (c) This guarantee only applies if an employee performs some work in a given work week.

Article 17 – General

- (a) The Company agrees to maintain a bulletin board in a conspicuous position where it can be seen by the employees, and agrees that all notifications pertaining to this Agreement and conditions hereof, may be posted on the bulletin board by the Company and by the officers of the Union as provided under Article 4, paragraph (a) of this Agreement.
- (b) This agreement has been entered into in good faith by the contracting parties. Each party agrees that it will not make any unfair or false use of this Agreement, or make any false or untrue or misleading statements or representations regarding its contents, or any of its provisions.
- (c) The Company agrees to maintain a fringe benefit package as summarized in brief and attached. Some of the costs of these benefits are paid by the Company and some costs are shared by

the employees. How these costs are paid and shared is also shown. The Company agrees these benefits will be maintained through the duration of this Contract.

- (d) The Company agrees that effective July 1st, 2014; the Durum Mill is to be run exclusively by bargaining unit members, provided they are capable. Article 4 (b) shall supersede this clause. Mill employee who is required to run the Durum Mill on weekend or holidays and when the White Mill is on shutdown shall be paid two (2) hours of applicable rate for monitoring the Mill remotely and effective overtime hours whenever he/she needs to go to the mill for switches or troubleshooting.

Article 18 – Plant Closure

In the event that an employee with more than one (1) full year of service loses his/her job due to the permanent closure of the plant, such employee shall receive severance pay of one (1) week pay at the employee's regular rate of pay for each full year of service up to a maximum of twenty-six (26) weeks of severance pay entitlements.

PAYMENT WILL NOT BE MADE:

- i. To employees who are discharged for just cause.
- ii. To employees who voluntarily resign.
- iii. To employees who retire.
- iv. To employees who accept an offer of employment by the Company in another unit of its business.
- v. When the plant is closed as a result of any strike, walkout, work slowdown or work cessation, or job action.
- vi. Where close down results from war, insurrection, government action, act of God, or any such force majeure;
- vii. To employees who do not continue to work in a satisfactory and normal manner as long as required.

IN WITNESS WHEREOF the parties hereto have hereunder caused their SEALS TO BE AFFIXED under the hand of their officers this _____ day of _____, 2022.

PARTY OF THE FIRST PART:

P&H Milling Group
a Division of Parrish &
Heimbecker, Limited
Lethbridge, Alberta

Michele Spector

Adrian Pangilinan

Roger DeWinter

Tate Sturm

PARTY OF THE SECOND PART:

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

Bill Bennett

George Bellows

Rick Mathews

Jeff Clarke

This Agreement was ratified on **October 27, 2021.**

P&H Milling Group
 United Food and Commercial Workers Local 401
WAGE SCHEDULE

Occupational Classifications		Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
	current	1.5%	1.5%	1.5%
		<u>\$/hr</u>	<u>\$/hr</u>	<u>\$/hr</u>
FLOURMILL				
Shift Miller (NABIM certification)	32.06	32.54	33.03	33.53
Shift Miller (Passed 3 modules)	31.49	31.96	32.44	32.93
Shift Miller (Passed 2 modules)	30.93	31.39	31.86	32.34
Shift Miller (Passed 1 modules)	30.37	30.83	31.29	31.76
Shift Miller (no certification)	29.80	30.25	30.70	31.16
2nd Miller	28.62	29.05	29.49	29.93
Cleaner-Utility / Relief 2nd Miller	25.53	25.91	26.30	26.69
Lab Technician	24.94	25.31	25.69	26.08
MAINTENANCE				
Journeyman (Alberta Trade Certification)	33.38	33.88	34.39	34.91
Millwright (Non-Journeyman)	29.34	29.78	30.23	30.68
FLOUR WAREHOUSE				
Bulk / Packing Operator	29.57	30.01	30.46	30.92
Shipper	28.70	29.13	29.57	30.01
Warehouse Operator	28.33	28.75	29.18	29.62
TERMINAL ELEVATOR				
Terminal Operator	29.56	30.00	30.45	30.91
MISCELLANEOUS				
Plant-wide Utility	22.12	22.45	22.79	23.13

Maintenance employees with two (2) or more company approved trade certifications will receive an additional two (\$2.00) dollars per hour.

GROUP BENEFITS PLAN

LIFE INSURANCE

This insurance is carried with a Benefits Provider. The amount of each employee's life insurance is **sixty thousand (\$60,000) dollars**. Full-time employees become eligible for insurance on the completion of six (6) months of continuous active service. This insurance also includes a total and permanent disability benefit and an accidental death and dismemberment benefit. The Company provides each employee a group insurance booklet describing this plan in more detail.

Company pays 100% of the premium.

ALBERTA HEALTH PLAN

Coverage for employee and dependents. Coverage effective first (1st) of month following completion of thirty (30) working days. Benefits from any licensed medical doctor for all office, home, and hospital calls. Covers sickness, health examination, and non-occupational accidents, oral surgery, optometric services, pediatric and osteopathic services, and chiropractic services.

Jan 1, 2020	EMPLOYEE	COMPANY	TOTAL
SINGLE	\$0.00	\$0.00	\$0.00
FAMILY	\$0.00	\$0.00	\$0.00
SHARED	35%	65%	100%

HEALTHCARE

Coverage for employee, spouse, and dependent children under twenty-one (21) years of age. Also includes dependent unmarried children under twenty-five (25) years of age that are in full-time attendance at a specialized school, college, or university. Coverage first (1st) month of following completion of thirty (30) working days. Benefits of private room if available, any hospital in Alberta or maximum forty (\$40.00) dollars per day in co-operating hospital outside Province; ambulance service, naturopathic services, appliances, clinical psychologist service, dental repair to natural teeth damaged by accident, drugs, and home nursing, all subject to individual services maximums. Coverage for out of country emergency care for employees and their dependents is covered for all employees as well. Also includes massage and chiropractic therapy (both doctor-prescribed) to a combined maximum of five hundred (\$500.00) dollars per year for all persons covered under the hospitalization plan.

Employee pays 30% of the premium and Company pays 70% of the premium.

VISION CARE

Will provide two hundred fifty (\$250.00) dollars every two (2) years for the purchase of eyeglasses, plus one (1) eye exam (to a maximum cost of seventy-five (\$75.00) dollars) every two (2) years, for employees and dependents.

WAGE INDEMNITY

You will receive a weekly income if you become totally disabled as a result of a non-occupational accident or sickness not covered by Workers' Compensation, provided you are under the care of a licensed physician. Telephone contact with a doctor does not constitute treatment within the meaning of the Group Policy.

Employee and Company each pay 50% of the premium.

WEEKLY INDEMNITY BENEFIT

66.7% of the employee's regular weekly earnings, including basic earnings together with regular overtime and bonuses which form part of regular remuneration, with a maximum amount of benefit not to exceed 2/3rds of the maximum insurable earnings in effect under the Employment Insurance Regulations as at the commencement of disability. Amounts of weekly indemnity which are not integral multiples of one (\$1.00) dollar are rounded to the next higher dollar.

You become eligible for a different amount of weekly indemnity if your earnings class changes. Changes are made on the date notification is given to the Insurance Company, or, if you are not at work on that date, on the date you return to work.

The payment of a weekly income will commence on the first (1st) day of disability if you are disabled by an accident or on the fourth (4th) day if disabled because of illness. Payments continue as long as you are disabled, up to a maximum of twenty-six (26) weeks for each period of disability. During this period of disablement, the company shall reimburse the affected employee for short-term wage indemnity premiums from the fourth (4th) to twenty-sixth (26th) week.

Benefits are not payable for pregnancy, childbirth, or resulting complications.

A disability resulting from the same cause as a previous disability will be treated as a continuation of that disability unless you have completely recovered and have been back at work for a continuous period of at least thirty (30) days.

Wage indemnity to be paid where no sick leave available or after sick

leave is completely used. No waiting period where paid following sick leave payment of three (3) days. Wage indemnity payments will not overlap Employment Insurance benefits and/or sick leave payment or vice versa.

LONG TERM DISABILITY BENEFIT

Coverage of fifty (50%) percent of employee's regular earnings to maximum of six hundred (\$600.00) dollars per week after weekly indemnity and E.I. benefits. Qualifications for coverage subject to policy wording. Premiums shared fifty (50%) percent Company and fifty (50%) percent Employee.

WORKERS' COMPENSATION

Required by Provincial Workers' Compensation Act. Administered by Workers' Compensation Board. Coverage for employee for injury or death sustained from occupational accident.

Coverage automatic first (1st) day of employment, except for farm employees. Benefits – ninety (90%) percent of previous year's net income while away from work, plus all medical expenses, hospitalization, drugs, dental, glasses, clothing, etc. Pension for spouse and dependent children up to eighteen (18) years in event of death subject to applicable terms and conditions.

EMPLOYEE	COMPANY	TOTAL
NIL	\$2.02	\$2.02
Per \$100 of payroll (2018 rate)		

PENSION PLAN

For all employees hired prior to May 30th, 2012, for each year an employee participates in the (Defined Benefit) Pension Plan the employee will be entitled to a pension of two (2%) percent of annual earnings. The final pension at retirement will be two (2%) percent times the number of years an employee is a member of the Plan times the average of the best five (5) of the employee's final ten (10) years earnings, subject to a maximum of seventy (70%) percent. Employees whose age plus service is equal or greater than eighty-five (85) shall be entitled to retire at sixty-two (62) with no penalty discount. Optional forms of pension and other details of the pension plan are fully described in a Pension Booklet provided by the Company.

Employees will contribute eight (8%) percent of gross earnings to the Pension Plan.

All new employees hired after May 30th, 2012, will join the new Group RRSP plan according to existing plan enrolment criteria and timing. The Company will match employees' six (6%) percent contributions.

All employees hired prior to May 30th, 2012, will remain on the Defined Benefit pension plan.

The Company Death Benefit, Total and Permanent Disability Benefit, Accidental Death and Dismemberment Benefit, and Pension Plan as negotiated between the Parties shall continue and remain in effect for the life of the Agreement or unless terminated by the mutual consent of both parties to this Agreement. It shall be a condition of employment, which all new full-time employees participate in this Plan.

DENTAL PLAN

A basic dental plan will be provided. The plan will provide coverage of one hundred (100%) percent basic dental, fifty (50%) percent dentistry, and fifty (50%) percent orthodontics.

Employee pays 35% of the premium and Company pays 65% of the premium.

APPENDIX "A" CONTINENTAL WORK SCHEDULE

HOURS OF WORK & CONDITIONS OF OVERTIME

- The continental work shift (day/night) will consist of twelve (12) hours. The extension of the shift shall not exceed four (4) hours.
- Each employee will work fourteen (14) shifts during the twenty-eight (28) day work cycle or seven (7) shifts during the fourteen (14) day work cycle.
- All hours worked in excess of twelve (12) hours per shift or eighty (80) hours per two (2) weeks within a cycle shall be paid at one and one half (1 ½ X) times the regular rate.
- Saturday and Sunday premiums are not applicable.
- This schedule will be worked for a complete twenty-eight (28) day cycle or the premiums and rules covering the regular conditions and hours of work will apply.
- In the case of sickness, the employee with the most seniority and ability, who is not scheduled to work will be asked first. The overtime will be voluntary subject to going down the seniority list until the employee with the least seniority must work the missed shift. (Assuming the employee has the required ability).
- Overtime at a rate of one and one half (1 ½ X) times the normal rates will be paid for shifts worked that are not part of the employee's regular shift schedule. Except for Sunday which will be paid at double (2X) times rate.
- When overtime hours are accumulated for time off, the accumulated time must not exceed eighty (80) working hours.
- For Cleaner-Utility/Relief 2nd Millers and Warehouse Operators

filling in for continental shift workers will work a fourteen (14) day, seven (7) shift cycle when required.

- Should the Company decide to implement a continental work schedule, either a “5-5-5-4” or “2-2-3” continental schedule patterns will be followed. A review with the Union will be conducted to discuss other possible work schedules available.

WAGE RATE AND PAYMENT

- Each employee will receive a base pay of forty (40) regular hours and two (2) hours at one and one half (1 ½ X) times for each week in the pay period.
- The application of shift premium will remain the same and will be paid on the actual hours worked during the pay period.
- Saturday premium: fifty (\$0.50) cents per hour, Sunday premium: seventy-five (\$0.75) cents per hour.

PAID HOLIDAY

- Hours worked on a statutory holiday will be paid at one and one half (1 ½ X) times rate.
- Each employee will be paid twelve (12) hours straight time for each statutory holiday, only when the Company decides to fully shut down on a particular statutory holiday and only for employees scheduled to work a twelve (12) hour shift on that day. Employees who work on the holiday will be paid eight (8) hours holiday pay or according to the Canada Labour Code, whichever is greater.

ANNUAL VACATION

- Vacation entitlement will be based on hours. One shift will be twelve (12) hours of vacation.

LEAVE OF ABSENCE

- Compassionate Leave of one (1) day is equal to twelve (12) hours. Leave of Absence will follow Article 12 (c).

GUARANTEED EMPLOYMENT

- Employees with three (3) years service - guarantee of one hundred sixty (160) hours of work during the twenty-eight (28) day cycle.