| SOURCE                         | u  | n       | ùs       | :<br>د_ |
|--------------------------------|----|---------|----------|---------|
| EFF.                           | 99 |         | 11       | 19      |
| TERIA. A<br>No. OF<br>EMPLOYSE | ļ  | )  <br> | 11<br>10 | 19      |
| NOM RE<br>D'EMPLOY             | ÉS | Ì       | P        | •       |

#### COLLECTIVE AGREEMENT

#### Between

NEW LIFE FEEDS A DIVISION OF PARRISH AND HEIMBECKER LTD. CALGARY, ALBERTA

(Hereinafter called the "Company")

and

MISCELLANEOUS EMPLOYEES TEAMSTERS LOCAL UNION 987 OF ALBERTA CALGARY, ALBERTA

(Hereinafter called the "Union")

EFFECTIVE DATE. November 19th, 1999 EXPIRATION DATE: November 19th, 2002

10622/02)

#### TABLE OF CONTENTS

## ARTICLE

## PAGE

| ARTICLE | 1    | -   | PURPOSE                               | 2  |
|---------|------|-----|---------------------------------------|----|
| ARTICLE | 2    | -   | RECOGNITION AND COVERAGE              | 2  |
| ARTICLE | 3    | -   | NEGOTIATING COMMITTEE AND STEWARDS    | 3  |
| ARTICLE | 4    | -   | RESERVATION OF MANAGEMENT RIGHTS      | 4  |
| ARTICLE | 5    | -   | RELATIONSHIP                          | 5  |
| ARTICLE | б    | -   | HOURS OF WORK AND OVERTIME            | 5  |
| ARTICLE | 7    | -   | PLANT HOLIDAYS                        | 7  |
| ARTICLE | 8    | -   | VACATIONS WITH PAY ,                  | 8  |
| ARTICLE | 9    | -   | GRIEVANCE AND ARBITRATION PROCEDURE . | 12 |
| ARTICLE | 10   | -   | DISCIPLINE                            | 12 |
| ARTICLE | 11   | -   | STRIKES/LOCKOUTS                      | 13 |
| ARTICLE | 12   | -   | SENIORITY AND PROBATION               | 13 |
| ARTICLE | 13   | -   | LAYOFF AND RECALL                     | 14 |
| ARTICLE | 14   | -   | PROMOTION AND JOB POSTING             | 14 |
| ARTICLE | 15   | -   | WAGE RATES                            | 15 |
| ARTICLE | 16   | -   | BULLETIN E MARD                       | 15 |
| ARTICLE | 17-  | · I | LEAVE OF ABELINCE                     | 15 |
| ARTICLE | 18   | -   | HEALTH BENEFITS AND SAFETY            | 16 |
| ARTICLE | 19   | -   | DURATION OF AGREEMENT                 | 17 |
| APPENI  | DIX  | " Z | A" CLASSIFICATION AND BASE RATES      | 19 |
| LETTER  | R OF | 'U  | UNDERSTANDING                         | 20 |
| LETTE   | r oi | F٦  | UNDERSTANDING                         | 21 |

AGREEMENT BETWEEN: MISCELLANEOUS EMPLOYEES TEAMSTERS LOCAL UNION 987 OF ALBERTA, with Head Office in the City of Calgary, Alberta, hereinafter referred to as the "Union".

AND: NEW LIFE FEEDS, Calgary, Alberta, hereinafter referred to as the "Company".

It is hereby agreed by and between the above-mentioned parties that:

#### ARTICLE 1 - PURPOSE

- 1.01 In consideration of the mutual value of joint discussions an equilation is all matter pertaining to New Life Peeds Employee Relations, the purpose of this Agreement is to stabilize the industry, promote the viability of New Life Feeds, elevate the trade, and promote peace and harmony between New Life Feeds and its Employees: also to facilitate the peaceful adjustment of any disputes and grievances to prevent strikes and lockouts, waste, avoidable and unnecessary delays.
- 1.02 Wherever the words "he", "his" or "him" appear in the Agreement, they shall be construed to include the feminine gender unless otherwise stated.

#### ARTICLE 2 - RECOGNITION AND COVERAGE

- 2.01 The employee agrees to recognize the Union as the sole bargaining agent of all employees of New Life Feeds working at the Plant located at 2720 - 23 Avenue N.E., Calgary, Alberta, excluding office, clerical and sales staff, manager, foremen and supervisors.
- 2.02 Every Employee who is now, or hereafter becomes, a member of the Union, shall maintain his membership in the Union as a condition of his employment. Every new employee whose employment commences hereafter shall within thirty (30) days from the commencement of his employment apply for and maintain his membership in good standing in the Union, as a condition of employment.

- 2.03 Upon written request from the Employee, New Life Feeds agrees to deduct and pay to the Secretary-Treasurer of the Union, on or before the fifteenth (15th) day of each month, out of wages due to each Employee, the Union dues and initiation fees of such Employees to the ectivities month. A list of the Employees concerned shall accompany the monies,
- 2.04 Management personnel, supervisors, forepersons and non-bargaining unit employees will not be used by the Employer to displace a bargaining unit position.

#### ARTICLE 3 - NEGOTIATING COMMITTEE AND STEWARDS

- 3.01 The Employee acknowledges the right of the Union to appoint an employee to deal with matters which properly arise from time to time in connection with the renewal or modification of this Agreement. Each member of the negotiating committee shall have completed their probationary period.
- 3.02 The Employer acknowledges the right of the Union to appoint one (1) union steward to deal with grievances of employees. Such steward shall have completed his probationary period. It is understood that a steward will not leave his assigned duties for the purpose of serving grievances or other union activity without first obtaining permission from his foreman/manager,

Not withstanding the above, it is understood that the Union may appoint an alternate shop steward to replace the shop steward who is absent due to sickness, work or non work related accidents, or any other absence provided for in the agreement. In such a case, the Union must advise the designated Manager of the replacement.

3.03 The Union shall notify the Employer in writing of the name of the shop steward from time to time. The Employer shall not be required to recognize any employee as a shop steward unless he has acquired seniority and unless the Employer has received such notice in writing from the Union. The Union shall also notify the Employer in writing of the name of the employee on its negotiating committee. 3.04 The authorized Business Agent or Representative of the Union shall be permitted to talk with any Employee coming under the terms of the Agreement regarding Union matters during regular working hours but only after first obtaining the permission of the Plant Manager or his designate. It is understood that such visit would not interfere with the efficient operations of the plant.

#### ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

4.01 MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to manage its operations and direct the work force, including but not limited to the following:

(a) the right to maintain order, discipline and efficiency, formulate and enforce rules and regulations, policies and practices to be observed by employees: the right to change and abolish rules and practices **as** the Employer sees fit; the right to discipline, suspend, discharge employees for just cause.

(b) The right to direct, select, hire, transfer, assign to jobs and shifts, promote, demote, classify, layoff, and recall employees subject to the provisions in this Agreement.

(c) The sole and exclusive right and jurisdiction over all operations, buildings, machinery, equipment and employees shall be vested in the Employer, including the right to determine location of operations and the expansion, curtailment or discontinuation of operations; the right to schedule operations and number of shifts, the right to determine methods, processes and means of production, job content and quality of quantity standards, the right to use improved methods, machinery and equipment, the right to decide on the number of employees needed by the Employer at any time, the number of hours and days to be worked and starting and quitting times.

4.02 Notwithstanding the foregoing, the Company retains all rights not expressly limited by the terms of this Agreement.

#### ARTICLE 5 - RELATIONSHIP

5.01 The Union agrees that there will be no Union activity on the Employer premises during working hours, except **as** permitted by this Agreement or with the express permission of the Employer.

#### ARTICLE 6 - HOURS OF WORK AND OVERTIME

- 6.01 This Article defines the normal hours of work and provides the basis for calculating overtime. It shall not be construed as a guarantee of hours per week, or of days of work per week, or as a restriction on the scheduling of a longer or shorter work week or work day whenever, in the opinion of the Employer, this is required for business reasons.
- 6,02 Regular Work Schedule: The normal hours of work of an employee shall consist of eight (8) consecutive hours per day. The normal work week shall consist of forty (40) hours per week, with two (2) consecutive days off per week. Overtime according to the provisions of this Agreement shall be payable after eight (8) hours in a day or forty (40) hours per week if an employee is required to work in excess of the regular work day or regular work week. Employees shall be granted an unpaid meal break of thirty (30) minutes duration to be taken near the midpoint of their shift with operational needs taken into consideration.
- 6.03 Overtime shall be paid at a rate of time and one half (1 1/2X) the regular hourly rate in circumstances where the employee has been required to perform work in excess of the regular work day or regular work week.
- 6.04 The Employer shall pay an employee called in to perform work not continuous with his regular work nor previously scheduled by the Employer, wages for at least four (4) hours of work at the employee's regular rate of wages.

The Employer reserves the right to require the employee to work the four (4) hours. The Employee may opt to leave prior to the four (4) hours at which time he will be paid only for the heate worked.

- 6.05 In addition to their regular wages, a shift premium of forty cents (\$0.40) per hour shall be paid for work performed between the hours of 6:00 p.m. and 6:00 a.m. It is understood that whenever the overtime rate is paid for work beyond eight (8) hours, no additional premium shall be paid. Effective November 19, 2000, the shift premium shall be forty five cents (\$0.45) per hour. Effective November 19, 2001, the shift premium shall be fifty cents (\$0.50) per hour.
- 6.06 (a) From time to time, it is necessary for the Employer to work overtime for less than one shift. In the event that the Employer anticipates overtime to be less than one shift, overtime will first be offered to the employees doing the particular work at the time. In the event that operational needs cannot be fully met, the remaining overtime will be offered to those senior employees then at work with the ability and willingness to do the work. Failing this, the Employer will assign the work to employees then at work with the ability.

(b) Where overtime is anticipated by the Employer to be one or more full shifts, the overtime will first be offered to the employees who worked that same particular shift (i.e. day, evenings or nights) in the current rotation. In the event that operational needs cannot be met, the remaining overtime will be offered to those senior employees with the ability and willingness to do the work. Failing this, the Employer will assign the work to employees with the ability to do the work in reverse order of seniority.

- 6.07 An employee may take a maxis of fifteen (15) minute rest break during the first malf and the second half of each regular shift, provided the break does not result in any disruption to normal plant operations.
- 6.08 An employee who is required to work a minimum of four (4) hours overtime after the completion of his regular shift shall be paid a ten dollar (\$10.00) meal allowance. The allowance will be paid to the employee as part of the next regular wage payment.

## ARTICLE 7 - PLANT HOLIDAYS

7.01 The following will be observed as Statutory holidays:

| New Year's Day   | Labour Day            |
|------------------|-----------------------|
| Thanksgiving Day | Good Friday           |
| Remembrance Day  | Victoria Day          |
| Christmas Day    | Boxing Day            |
| Canada Day       | Heritage Day (August) |

and all other Statutory Holidays proclaimed by the Federal Government.

- 7.02 Eligible employees will be paid for the regular number of hours which would have normally been worked by them on statutory holiday, at the employee's regular straight time rate of pay.
- 7.03 An employee required to work on any of the above designated plant holiday will receive time and one half (11/2X) his recutar straight time rate for work performed, in a section of any plant holiday pay to which he may be entitled to under Article 7.02.
- 7.04 An employee is not entitled to Statutory Holiday pay:
  - (a) if the employee has not been employed for thirty (30)
    days during the preceding twelve (12) months, or:
  - (b) if the employee does not work on a recognized holiday when scheduled to do so unless absent because of a certified medical illness or other reason acceptable to the Employer, or:
  - (c) if the employee is absent from his employment without the consent of the Employer for all or part of his last regular working day preceding or his first regular working day following a recognized holiday, or:
  - (d) if the employee is on layoff status, maternity leave, paternity leave, or adoption leave on the day of the recognized holiday.
- 7.05 When a plant holiday falls within an employee's vacation period, the employee may elect to receive holiday pay as provided in this Article, or to receive an alternative day off with pay as the plant holiday.

#### ARTICLE 8 - VACATIONS WITH PAY

- 8.01 The Union acknowledges that the Employer has the right to schedule vacations at any time during the year. However, the Employer will make reasonable efforts to grant vacations at the time or times desired by the employees. Vacations of more than two weeks will not necessarily be scheduled consecutively. The Union further recognizes that because of the nature of the Employer's business, there may be certain closed seasons during the calendar year during which vacations greater than two weeks cannot be taken.
- 8.02 A notice will be posted on December 1st of each calendar year, requesting employees to state their choice of vacation dates for the following calendar year. Such notice will be removed by the Employer at the end of that month and the vacation schedule prepared in accordance with the other provisions of this Article and posted within ten (10) days. Requests to reschedule vacation periods after the date will be considered by the Employer: however, the requested changes will not be made if, in the opinion of the Employer, the rescheduling will interfere with the vacations of other employees or with the Employer's operating needs.
- 8.03 An employee with one (1) year or more but less than five (5) years of continuous service by January 1st of the current year shall be entitled to two (2) weeks vacation. Pay for such vacations shall be four percent (4%) of the employee's gross earnings, or two (2) weeks pay, whichever is greater.
- 8.04 An employee with five (5) years or more but less than twelve (12) years service by January 1st of the current year, shall be entitled to three (3) weeks vacation. Pay for such vacation shall be six percent (6%) of the employee's gross earnings or three (3) weeks pay, whichever is greater.
- 8.05 An employee who has completed twelve (12) years or more and up to and including nineteen (19) years of service by January 1st of the current year shall be entitled to four (4) weeks vacation. Pay for such vacation shall be eight percent (8%) of the employee's gross earnings or four (4) weeks pay, whichever is greater.
- 8.06 An employee who has completed more than twenty (20) years of service by January 1st of the current year shall be entitled to five (5) weeks vacation. Pay for such vacation shall be ten percent (10%) of the employee's

gross earnings or five (5) weeks pay, whichever is greater.

- 8.07 For the purpose of this Article, "gross earnings" includes regular wages only.
- 8.08 Employees leaving the employ of the Employer shall receive earned vacation pay in accordance with the Canada Labour Code.

#### ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURES

9.01 Any dispute concerning the interpretation, application, administration, or alleged violation of this Agreement shall be considered a grievance and shall be handle in the following manner:

Step One

The employee, with or without a shop steward, shall within seven (7) working days of notice of the action causing the grievance, submit his complaint to his foreman. The foreman shall give his reply in writing not later than five (5) working days following receipt of the grievance.

The grievance must be presented in writing by the employee, be signed by him, and must contain:

- A summary of circumstances giving rise to the grievance;
- 2. The provision(s) of the Agreement considered violated;
- 3, The particulars of the remedies sought.

The employee may, by written notice to the Employer, withdraw his grievance at any stage of the grievance procedure.

If the grievance is not satisfactorily resolved at Step One, Step Two of the grievance procedure may be initiated by notice in writing to the Plant Manager within three (3) working days after the foreman's reply at Step One.

#### Step Two

The aggrieved employee and the shop steward and/or Union representative shall meet with the Plant Manager within five (5) working days of the grievance meeting. If the grievance is not satisfactorily resolved at Step Two, the grievance may be referred to arbitration by notice in writing to the Plant Manager within five (5) working days after the Plant Manager's reply at Step Two.

#### Arbitration

Written notice of a referral of a grievance to arbitration shall include the name, address and business phone number of the referring parties' appointed member of the arbitration board. The recipient of the notice shall, within seven (7) calendar days, advise the other party of the name, address and business phone number of its appointed member of the arbitration board. The two appointees shall, within seven (7) calendar days of the appointment, appoint a third person who shall be chairman. If the recipient of the notice fails to appoint a member to the arbitration board or if the appointees fail to agree upon chairman within the time limit (or such longer period of time as may be mutually agreed) then the Minister of Labour may be requested by either party to appoint a qualified person to act as Chairman.

In the event the parties alternatively agree in writing to the use of a single arbitrator in lieu of an arbitration board, the written notice of a referral of a grievance to arbitration, given as required by the above grievance procedure shall include a name or a list of names of the person or persons it is willing to accept as the single The party receiving the notice, if it accepts arbitrator. one of the persons suggested to act as arbitrator, shall within seven (7) calendar days notify the other party accordingly and the grievance shall be submitted to that arbitrator. In the event that the party receiving the notice does not accept any of the proposed persons as arbitrator, it shall within seven (7) calendar days notify the other party accordingly and send a name or a list of names of persons it is willing to accept as the single arbitrator. If the parties are unable to agree on a person to act as a single arbitrator either party may request the Minister of Labour to appoint a single arbitrator.

?he employee, may by notice in writing to the Employer withdraw his grievance from arbitration at any time.

The arbitration board, or the single arbitrator, shall hear and determine the matter and shall issue a decision which will be final and binding upon the parties and upon any employee affected by it. The decision of the majority of an arbitration board shall be the decision of the board.

The board of arbitration, or the single arbitrator, shall not make any decision inconsistent with the provisions of this Agreement or make any decision which would alter, modify, amend, add to, or subtract from any part of this Agreement. The board of arbitration, or the single arbitrator, shall not adjudicate any matter not specifically grieved in the grievance nor shall any grievance be considered by the arbitration board or single arbitrator unless it has been properly carried through all previous steps of the grievance and arbitration procedure.

Each of the parties to this Agreement shall bear the expenses of the arbitration board member appointed by it or for it, The parties will share equally the expenses of the Chairman of the arbitration board, or the single arbitrator as the case may be.

- 9.02 In this Article the term "working days" shall not be deemed to include Saturday, Sunday or paid holidays.
- 9.03 The Union or the Employer may file a policy grievance in appropriate circumstances. A policy grievance is defined as a difference concerning the interpretation or application of this Agreement which seeks to enforce an obligation to the Employer to the Union or the Union to the Employer. A policy grievance shall not be brought with respect to matters capable of being filed as individual grievances or in respect of remedies or relief that effect individual employees. A policy grievance shall be initiated in writing at Step Two of the grievance procedure within twenty (20) days of notice of the at causing the arts ince.
- 9.04 A group grievance may be filed where the dispute directly affects two (2) or more employees and could otherwise be properly pursued as separate individual grievances. A group grievance shall list all employees affected by the grievance. A group grievance shall be initiated in writing at Step Two of the grievance procedure within seven (7) working days of notice of the act causing the grievance.

9.05 Should the employee or the Union fail to adhere to any time limit under this Article, the grievance shall be deemed to be abandoned, unless the Employer has agreed in writing to waive the time limit.

### ARTICLE 10 - DISCIPLINE

- 10.01 The Employer shall advise the employee in writing of its decision to discipline within ten (10) working days of its knowledge of the incident or completion of its investigation, whichever is later.
- 10.02 Where the Employer presents an employee with a disciplinary letter, the employee may, at his option, request a Union steward to be present at that time. In any event, the Union shall receive a copy of the disciplinary letter within three (3) working days thereafter.
- 10.03 A disciplinary measure becomes null and void twenty-four (24) months after the date of its imposition and will be withdrawn from the personnel file of the employee unless there has been other disciplinary action during that period.
- 10.04 An employee *ital* por reaters, evice its personnel file once per calendar year er when he has filed a grievance.

### ARTICLE 11 - STRIKES/LOCKOUTS

11.01 The Union agrees that it will not cause, authorize or sanction, nor permit Employees to cause or take part in any sit-down, stay-in or slow-down or any strike or stoppage of any of the Employer's operations *or* any curtailment of work on the Employer's premises while this Agreement is in force.

> Any Employee who engages in a sit-down, stay-in, slow-down or any strike or stoppage of any of the Employer's operations or any curtailment of work on the Employer's premises while this Agreement is in force is subject to immediate discharge at the Employer's discretion.

11.02 The Employer agrees that is will not cause or sanction a lockout while this Agreement is in force.

#### ARTICLE 12 - SENIORITY AND PROBATION

- 12.01 For current employees, seniority shall be established from the date of hire with the Employer. For employees hired subsequently, seniority shall be established from the date of entry into the bargaining unit.
- 12.02 During an employee's first ninety (90) days worked, he shall be considered a probationary employee. At any time during this period, or at the conclusion of this period, his employment may be terminated and such termination shall not be subject in any manner to the grievance or arbitration procedure. No seniority shall be acquired by an employee during his first ninety (90) days worked with the Employer. However, after having successfully completed this bationary eriod, the employee's seniority shall be established from the beginning of the ninety (90) working days and he shall then be designated a regular employee.
- 12.03 Employees hired for temporary periods or to replace regular employees who are absent due to illness or injury will not be covered by the terms of the Agreement. If retained as regular employees thereafter, they will become probationers and receive full credit for days worked towards their probationary periods.
- 12.04 A seniority list showing each employee's seniority date will be prepared by the Employer and posted on the Plant bulletin boards at least every six (6) months. Employees will have thirty (30) days following the posting to protest or grieve their seniority standing, failing which the seniority list will be deemed to be correct.
- 12.05 An employee shall lose all seniority and his name shall be removed from the employment records of the Employer when he:
  - (a) resigns or retires:
  - (b) is discharged for just cause:
  - (c) overstayed his authorized leave of absence:
  - (d) is absent without leave for two (2) or more consecutive shifts without notice satisfactory to the Employer;
  - (e) is laid off for a period exceeding eight (8) months or fails to report from lay off when recalled.

12.06 When an employee is promoted out of the bargaining unit, he will continue to accumulate seniority for a period of sixty (60) working days, after which time he will lose all bargaining unit teniority. The Employer retains the right to return the entroyee to this former bargaining unit position with full seniority, provided that occurs within sixty (60) working days from his promotion.

#### ARTICLE 13 - LAYOFF AND RECALL

- 13.01 In laying off employees and in recalling employees from layoff, the Employer will consider the present ability and capability of the employees to perform the available work. Where, in the sole opinion of the Employer, these factors are equal as between two (2) or more employees, seniority will govern, Where a shift is cancelled on a particular day for operational reasons, this clause does not apply.
- 13.02 Recall from layoff will be attempted by telephone and if this means is unsuccessful, the employee will be advised in writing at the last address he has made known to the Employer. It is the responsibility of the employee to keep the Employer informed at all times as to his current address and nearest telephone number.

#### ARTICLE 14 - PROMOTION AND JOB POSTING

- 14.01 When the Employer elects to fill a permanent job vacancy that occurs within the complement of job classifications covered by this Agreement, notice of such vacancies shall be posted on the Plant bulletin board for at least five (5) working days.
- 14.02 In filling such vacancies the Employer will consider the qualifications and abilities. Where, in the sole opinion of the Employer, these factors are equal as between two (2) or more applicants seniority will govern. An application for a posted job must have the present ability to perform the job.
- 14.03 The successful applicant on a posted position shall have a familiarization period in that position for thirty (30) calendar days. If during this period, the employee is dissatisfied with the position, or, in the opinion of the Employer, does not perform satisfactorily, he will be placed back in his former position without loss of seniority.

14.04 Employees who change classification following the signature of the collective agreement will be paid the new wage rate which is immediately greater than their current hourly wage rate and progress thereafter in accordance with the schedule of wages set out in Appendix "A". Employees moving to the start rate in a new classification will progress to the next classification will progress to the next wage level after six (6) months and will not be subject to the probationary procedure set out in Section 11.02 of the agreement.

#### ARTICLE 15 - WAGE RATES

- 15.01 The schedule of probationary and job hourly rates set forth in Appendix "A", which is attached hereto, forms a part of this Collective Agreement.
- 15.02 All terms and conditions set out under this Agreement, including wage rates, are effective from the date of ratification of this Agreement.

#### ARTICLE 16 - BULLETIN BOARD

16.01 The Employer shall provide reasonable space on the Plant bulletin board for the posting of official Union notices, provided they are of a non-controversial nature. All notices shall be submitted to the Plant Manager for approval prior to posting.

#### ARTICLE 17 - LEAVE OF ABSENCE

#### 17.01 Jury and Witness Duty

- (a) An employee who is summoned to serve as a juror or Crown witness in Court and who does report for jury duty or Court will be paid an amount equal to the difference between the daily jury fee or Court fee paid by the Court for each day in which he performs jury duty or appears as a Crown witness in Court and the amount the employee would have earned for his regularly scheduled work. The maximum period for entitlement to jury or witness duty is thirty (30) calendar days.
- (b) In this Article, Court means only a civil or criminal Court of law.

## 17.02 General Leave of Absence

- (a) A leave of absence without pay may be granted to an employee by the Employer at its discretion.
- (b) Except where the Employer specifically waives the requirement, all leave of absence requests shall be made in writing. If leave is granted by the Employer, at its discretion, it shall be confirmed in writing.

## 17.03 Bereavement Leave

- (a) In the event of a death in an employee's immediate family, the employee shall be granted a leave of absence of three (3) days with pay in accordance with the conditions in this clause.
- (b) The term "immediate family" means the employee's mother, father, brother, sister, spouse, son, daughter, mother-in-law, father-in-law, grandparents and step children.
- (c) An employee is not eligible for bereavement leave if he is a probationary employee.
- (d) For the following relations, an eligible employee shall be granted one (1) days leave of absence with pay for bereavement leave: grandchild, brother-in-law, sister-in-law.

## 17.04 Birth Leave

An employee about to become a father shall be entitled to a one (1) day leave of absence without pay at the time of birth of his child.

## ARTICLE 18 - HEALTH BENEFITS AND SAFETY

18.01 (a) The parties recognize that prior to the coming into force of this Agreement, certain group benefit plans, and a pension plan existed which are not provided for in this Agreement. It is recognized that the Employer may change these plans from time to time. The Employer will not alter or change an existing group benefit plan, or the pension plan, or the Employer's rate of contribution, for the purpose of discrimination against Employees covered by this Agreement

- (b) Effective first pay period following ratification premium cost for Alberta Health Care shall be shared with the Company paying sixty percent (60%) and the employees paying forty percent (40%) of the total premium. Effective November 19, 2000, the company will pay sixty-five percent (65%) and the employees paying thirty five percent (35%) of the total premium.
- 18.02 The Employer agrees to continue to make reasonable provisions for the safety and health of its employees at the Plant during their hours of employment.
- 18.03 When an employee, while carrying out his assigned duties, is disabled as a result of an industrial accident, he shall be paid for the remainder of his shift (less any amount that the employee may receive from Workers' Compensation).
- 18.04 The Union will appoint or select an employee to act as members of a Plant Safety Committee. Such committee will meet periodically with the Plant Manager.
- 18.05 The Employer agrees to provide to employees a safety boot allowance of up to eighty dollars (\$80.00) per pair as required, provided that the worn-out pair being replaced is turned over to the Employer. The Employer further agrees to provide one (1) pair of coveralls every six (6) months to each employee, unless extenuating circumstances require an additional pair. The Company shall be responsible for cleaning one (1) pair of coveralls every two (2) years for use by employees as required and a glove allowance of twenty dollars (\$20.00) will be issued to each employee on the date of ratification and each year thereafter.

## ARTICLE 19 - DURATION OF AGREEMENT

- 19.01 This agreement shall become effective as of the date if is ratified and shall continue in full force and effect through the <u>19</u> of <u>NOVEMBER</u>, 2002.
- 19.02 Either party may, within ninety (90) days immediately preceding the date of expiration of the term of this Agreement, by notice in writing advise the other party that it desires to amend or terminate this Agreement.

19.03 In the event notice is given to commence collective bargaining, this Agreement shall remain in full force and effect while negotiations for the Agreement are being carried out until either **party** exercises its right under the <u>Canada Labour Code</u> to strike or lockout, as the case may be.

IN WITNESS WHEREOF the Parties have caused these presents to be executed by their duly authorized officers in that behalf of this

13th day of Warch, 2000. 100 - 100 - 100

FOR THE MISCELLANEOUS EMPLOYEES TEAMSTERS LOCAL UNION  $987\,$ 

M

FOR NEW-LIFE FEEDS, A DIVISION OF PARRISH AND HEIMBECKER

ellang Holt

# APPENDIX "A" Schedule of wages

| Effective Beginning of Pay Period Nearest to Date of Ratification |       |       |                   |                    |                    |                           |  |
|---|-------|-------|-------------------|--------------------|--------------------|---------------------------|--|
| <u>Classifications</u>  | Start |       | After<br>६ months | After<br>12 months | After<br>18 months | After<br><u>24 months</u> |  |
| Senior Operator   | 10.88 | 11,62 | 12.35             | 13.08              | 13,81              | 14,52                     |  |
| Operator  | 10.00 | 10.35 | 11.00             | 11.64              | 12.27              | 12,93                     |  |
| Maintenance   | 11.61 | 12.38 | 13.16             | 13,93              | 14.69              | 15,49                     |  |

## Effective One Year Thereafter

| <u>Classification</u> | <u>Start</u> | After<br><u>Probation</u> | After<br><u>6 months</u> | After<br>12 months | After<br><u>18 months</u> | After<br><mark>24</mark> months |
|-----------------------|--------------|---------------------------|--------------------------|--------------------|---------------------------|---------------------------------|
| Senior Operator       | 11.15        | 11.91                     | 12.66                    | 13.41              | 14.15                     | 14,88                           |
| Operator              | 10.00        | 10.61                     | 11.27                    | 11.93              | 12.58                     | 13.25                           |
| Maintenance           | 11.90        | 12,69                     | 13.49                    | 14.28              | 15.06                     | 15.88                           |

## Effective One Year Thereafter

| <u>Classification</u> | Start | After<br><u>Probation</u> | After<br>6 months | After<br>12 months | After<br><u>18 months</u> | After<br><u>24 months</u> |
|-----------------------|-------|---------------------------|-------------------|--------------------|---------------------------|---------------------------|
| Senior Operator       | 11.43 | 12.21                     | 12.98             | 13.74              | 14.50                     | 15.25                     |
| Operator              | 10.00 | 10.87                     | 11.55             | 12.23              | 12.89                     | 13.58                     |
| Maintenance           | 12.20 | 13.                       | 13,33             | 14.04              | 15.44                     | 16,28                     |