



COLLECTIVE AGREEMENT

BETWEEN

**THE GREAT LAKE ELEVATOR
COMPANY**

AND

**UNITED FOOD & COMMERCIAL
WORKERS
CANADA, LOCAL 175**

TERM

JANUARY 3, 2021 – DECEMBER 31, 2023

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COLLECTIVE AGREEMENT

BETWEEN:

GREAT LAKES ELEVATOR COMPANY LIMITED

- AND -

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish and maintain a harmonious relationship between the Company and its employees, to provide an amicable method of settling any differences or grievances which possibly might arise; to provide for satisfactory working conditions, hours and wages of employees and to eliminate interruptions of work and interference with the efficient operation of the employer's business.

ARTICLE 2 - RECOGNITION

- 2.01 (a) The Company recognizes the Union as the collective bargaining representative for all of its part-time/Seasonal, Probationary, and full-time elevator employees excepting salaried staff.
- (b) Supervisory or salaried staff shall not perform work normally performed by members of the bargaining unit except in cases of:
- (i) training employees
 - (ii) experimentation
 - (iii) emergencies
 - (iv) the necessity of maintaining the efficient operation of the elevator.

To provide further that any such work performed by supervisory or salaried staff shall not result in reduction of the bargaining unit.

ARTICLE 3 - RELATIONSHIP

3.01 There shall be no discrimination, interference, restraint or coercion by or on behalf of the Company regarding any employee because of membership in the Union. The Union, its members and/or its agents, shall not intimidate or coerce or attempt to intimidate or coerce employees into membership and shall not on the Company's time or premises conduct Union activities except as herein expressly provided. The Union shall be provided with a bulletin board for the purpose of posting its Union notices.

ARTICLE 4 - UNION SECURITY

- 4.01 (a) The parties hereto agree to a check-off, compulsory upon all "employees" who come within the terms of this Agreement and such check-off shall continue during the period of this Agreement. The amount to be deducted shall be in the amount of union dues which may, from time to time, be assessed by the Union on its members according to its Constitution for general Union purposes and after forwarding to the Company, a certified copy of this resolution passed by the membership and signed by the President and Secretary-Treasurer of the local.

The deduction shall be made only in the conditions and circumstances laid down by the Constitution and By-Laws of the Union. The Company shall remit monthly by cheque, to total deductions to the local not later than the tenth (10th) day of the following month.

The deduction on the records of the Company shall constitute the sums so deducted as money held by the Company in trust for the local.

The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following information: as known to the Company.

1. S.I.N
2. Employee number if applicable
3. Full name (Last/First/Initials)
4. Full address, including City and Postal Code
5. Telephone number (including area code)
6. Date of hire
7. Rate of pay
8. Classification
9. Full-time or part-time designation
10. Union dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting
11. Total dues deducted
12. Back dues owing
13. Vacation pay breakdown of dues owing
14. Initiation fees deducted
15. Total Initiation Fees deducted

- (b) This provision for the Union security shall be enforced by the Company against each employee to whom the Agreement applies as a condition of their continuance in or entrance into the Company's services.
- (c) The Company, the Union, and the local shall do all such acts and things as may be required or necessary to the observance and carrying out of these provisions for Union security according to the true intent and meaning hereof.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union further recognizes the right of the Company to operate and manage the said elevator in all respects in accordance with its commitments, obligations and responsibilities to its shareholders, the right to decide on the number of employees needed by the Company at any time. The right to use modern methods, machinery and equipment and jurisdiction over all operations, buildings, equipment and employees at the said elevator are solely and exclusively the responsibility of the Company. The right to hire, promote, demote, discharge, or discipline for just cause in accordance with plant rules, relieve employees from duty because of lack of work, to maintain discipline and efficiency of employees are also the sole function and responsibility of the Company, subject to the right of the employee to lodge a grievance as provided in the Agreement.

The Company agrees to notify the Union at least sixty (60) days in advance of any technological change which may be made to the employees' jobs. The substitution of a self-unloading vessel for a bulk carrier by a steamship owner shall not be construed as a technological change affected by the Company.

ARTICLE 6 - SENIORITY

6.01 Each of the parties hereto recognizes that employees are entitled to an equitable measure of security based on length of service. Seniority shall be determined by an employee's length of continuous service in the Company. In all cases of promotion, demotion, transfer, layoff or recall of employees, seniority shall govern subject to the requirements of competence and fitness of the employees concerned and necessity of maintaining the efficient operation of the elevator.

Any employee shall cease to have seniority rights and their employee's status with the Company shall be terminated for all purposes if the employee:

- (a) voluntarily leaves the Company;
- (b) is discharged and not reinstated through the grievance procedure;

- (c) is laid off by the Company for a period exceeding their length of service with the Company, or a period of twelve (12) months, whichever is less;
- (d) fails to report for work within three (3) days after receipt of notice to return to work;
- (e) is absent for more than three (3) consecutive working days without just cause;
- (f) they do not return to work upon expiration of an authorized leave of absence, unless excused for reasonable cause. All authorized leaves of absence in excess of five (5) days must be given in writing by the Company.

Any employee whose seniority has been broken in accordance with the provisions heretofore set forth, shall on being re-hired be considered a new employee. Seniority shall be calculated from the first day of employment as per Article 7 – Probationary Employees.

A seniority list shall be made up by the Company every six (6) months. One (1) copy shall be posted on the bulletin board and one (1) copy shall be supplied to the Union. Any error in the said list shall be taken up with the Company within one (1) week after such list has been posted.

Any bargaining unit employee transferred out of the unit and returns to the bargaining unit before one (1) year has elapsed will be credited with their full accumulated seniority. If they return to the bargaining unit after one (1) year their seniority at the date of return will be one (1) year.

ARTICLE 7 - PROBATIONARY EMPLOYEES

7.01 Full-time employee - refers to a full-time employee who has successfully completed their probationary period.

An employee who has previously worked as a part-time/seasonal employee and who is hired as a full-time employee shall be considered a probationary employee until they have completed sixty (60) days of work in a period of twelve (12) consecutive months.

An employee who has been hired as a full-time employee and has not worked as a part-time/seasonal employee shall be considered a probationary employee until they have completed one hundred twenty (120) days of work in a period of twelve (12) consecutive months.

Upon completion of the term of probation, the employee shall be entitled to have their name placed on a seniority list and concurrently attain the status of a full-time employee.

A probationary employee, upon layoff, shall be given reason for their layoff and shall be advised whether they can expect a recall.

Notwithstanding any other provisions of this Agreement, a probationary employee shall not be entitled to:

(a) Contributions of the Company on their behalf in respect of Welfare Plans including:

- Hospitalization;
- Medical services and Pension Plan or Weekly Indemnity Plans;
- Group Life Insurance;

nor shall they be entitled to participate in any of the said plans until they meet the necessary eligibility requirements.

(b) Have their dismissal subject to the grievance procedure provided the dismissal was not done in an arbitrary or discriminatory manner.

ARTICLE 8 - RECALL FROM LAYOFF

8.01 A senior employee may request permission to replace a junior employee who is being laid off. The Company will grant permission if the senior employee can be satisfactorily replaced.

An employee may decline a recall from layoff without losing their seniority if work for five or more consecutive working days cannot be guaranteed by the Company.

Employees will be given as much notice as possible in advance of lay-off. At the least, employees will be given seven (7) days advance notice of lay-offs or pay in lieu of.

ARTICLE 9 - RETURN TO WORK

9.01 Any employee shall be entitled to their position after a temporary absence from work on account of illness, providing a doctor's certificate is produced, satisfactory to the Company, verifying that the employee has been ill and is in physical condition to resume employment. If they are physically unable to do the same work, or work similar to that which they were doing prior to their illness or accident, the Company shall transfer them to suitable work providing that the employee is willing to accept such work at the rate then currently applicable thereto and provided suitable work is available.

ARTICLE 10 - DISCHARGE

- 10.01 No employee shall be discharged without justifiable cause. Any discharge may be treated as any other dispute under this Agreement. In the event that any employee is unjustly discharged and it is proven to the satisfaction of both parties, then the employee is to be reinstated with full compensation for lost time or any other arrangements mutually agreed upon by both parties.
- 10.02 (a) When a dues-paying employee is given any discipline, a Union Steward must be present at the meeting with management, unless they were asked to leave by the employee. If a meeting is conducted in which discipline is given to an employee without a Union Steward present, then such discipline will be null and void, unless a Union Steward was asked to leave by the employee.
- (b) The Company acknowledges and agrees to practice the principle of progressive discipline and will utilize it where appropriate when disciplining Bargaining Unit Members. Management reserves the right to make the determination should an Employee act, omission, or behaviour warrant immediate termination. Such discipline may be subject to grievance procedures.
- (c) A written disciplinary notice shall be removed from a Bargaining Unit Member's file provided the member has had no disciplinary notice for the same item for a period of twenty-four (24) months.

ARTICLE 11 - PLANT COMMITTEE

- 11.01 A meeting of the Union committee and representatives of the management may be called by notice given in writing by either party forty-eight (48) hours prior to time of meeting. The party calling the meeting must advise in writing, included with notice calling the meeting, what matters are to be discussed. Anything further than business for which the meeting is called may be handled only by mutual consent.

ARTICLE 12 - STRIKES AND LOCKOUTS

- 12.01 There shall be no strikes, sympathy strikes, walk-outs, lock-outs slow downs, or other similar interruptions of work during the period of this Agreement.

ARTICLE 13 - UNION COMMITTEES

- 13.01 A grievance committee consisting of two (2) full-time employees of the Company and who are members of the Union shall be elected or appointed by the Union and the Union shall notify the Company in writing within five (5) working days of any changes in committees.

The Negotiating Committee will be limited to two (2) members of the Bargaining Unit who will be appointed or elected by the Union.

- 13.02 The authorized Business Agent or Union Representative of the Local Union may, at the discretion of the General Manager, receive permission to talk with any employees who are members of the Local Union regarding Union matters during regular working hours. Permission will not be unreasonably withheld. All discussions with employees by the Union Representative shall not exceed fifteen (15) minutes and shall be carried on in the lunch room provided by the Company. These discussions with employees will not interfere with the efficient operation of the Elevator.
- 13.03 The Employer will pay one hundred percent (100%) of the wages of the Negotiating Committee for all negotiations, including conciliation and mediation.
- 13.04 The Employer and the Union will pay the cost of meeting rooms for all negotiations, including conciliation and mediation.
- 13.05 The Company agrees to pay one hundred percent (100%) of the cost of printing a sufficient number of copies of the collective agreement in a three (3) inch by five (5) inch booklet for all bargaining unit employee(s) and the Union. The Union will provide the Company with a hard copy of the Collective Agreement and a disk copy in word format.

ARTICLE 14 - POLICY GRIEVANCE PROCEDURE

- 14.01 Any differences between the Union and the Company arising out of the interpretation or the implementation of the provisions of this Agreement may be submitted in writing by one party to the other at the second step instead of following the regular procedure.

Discussions between the Company and the Union apart from the grievance procedure, shall not preclude either side resorting to the grievance procedure.

ARTICLE 15 - GRIEVANCE PROCEDURE

- 15.01 The procedure to be followed in the adjusting of any dispute or grievance shall be:
 - (a) The employee with a steward and a delegate from management shall endeavour to adjust within three (3) working days the alleged grievance but, failing suitable adjustments, the grievance with full explanation, shall be put in writing and a copy thereof, supplied by the employee to both the grievance committee and the management within two (2) working days after the superintendent and employee have failed to agree.

- (b) The grievance committee, the employee, a representative of the Union and plant manager with representatives of management shall meet within ten (10) working days after receiving notice of the Company's written response to Step 1. It is understood that not more than one (1) representative of either the Union or Management may not be a full-time employee of the Company.
- (c) Failing a satisfactory adjustment of the grievance, after the above procedure has been completed, where the Union or the Company wishes to submit a grievance to arbitration, it must do so by notice in writing to the other party not later than thirty (30) working days after receiving the written response at Step 2. The grievance shall be submitted to a sole arbitrator chosen by mutual agreement. If the parties fail to agree upon a neutral arbitrator within thirty (30) working days after either party has served written notice to the other party of its intention to refer the matter to a neutral arbitrator, the Minister of Labour will be requested to appoint a neutral arbitrator. Any grievance is not arbitrable if it has not been processed through all the steps provided for in the grievance procedure within the time limits therein indicated, or if it has not been submitted to arbitration in the manner and within the time limits provided for in the present collective agreement.

Neither party shall raise or proceed with a timeliness issue argument regarding "filing for arbitration" without having notified the other party of its final position on any given grievance in writing.
- (d) The time limits outlined in Article 15, a, b and c, above, may be extended by mutual consent in writing.
- (e) The arbitrators decision shall be final and binding on the Company, the Union and the employees concerned. The arbitrator shall not be authorized to alter, modify or amend any part of this agreement, nor to render any decision incompatible with the provisions of this agreement, nor to consider any matter not pertaining to the present agreement.
- (f) Each party shall pay its own costs and fees and expenses of witnesses called by it and all its representatives. The fees and expenses of the arbitrator shall be shared equally between the parties.

ARTICLE 16 – RESPECT IN THE WORKPLACE

16.01 Respect in the Workplace

The parties agree that individuals in the workplace should be treated with respect. Supervisors shall not exercise the rights of management in a discriminatory, degrading manner nor shall Employees be personally harassed. Any alleged violations of this provision are subject to the grievance procedure up to and including arbitration.

16.02 No Discrimination

The Company and the Union shall not discriminate against Employees with respect to the terms or conditions of employment on the grounds of race, creed, colour, sex, marital status, family status, ancestry, place of origin, sexual orientation, age and any other prohibited ground (as defined in the Canadian Human Rights Code) or Union activity.

ARTICLE 17 - HOURS OF WORK

17.01 The normal working day shall be one of eight (8) hours. The normal working week shall be forty (40) hours consisting of five days each of eight hours' duration, Monday to Friday inclusive. The normal working day will be:

7:30 AM - 11:45 AM/ Lunch Break 11:45 AM- 12:45 PM/ 12:45 PM - 4:30 PM.

At the discretion of the Company, lunch break may be moved ahead or back a maximum of thirty (30) minutes to accommodate completion of a procedure deemed necessary for immediate completion, with the understanding that the Company's intent is not to do this on a regular basis (everyday).

17.02 In order to speed up vessel operations, a twenty four hour shift may be implemented.

(a) The twenty four hour shift will only be used when there is a vessel at the elevator.

Vessel Shift 1

7:00am to 7:00pm

8 hours @ regular rate, 8-12 hours @ 1 ½ times rate, over 12 hours @ 2 times regular rate

(b) Vessel Shift 2

7:00pm to 7:00am

8 hours @ regular rate, 8-12 hours @ 1 ½ times rate, over 12 hours @ 2 times regular rate

There will be a \$2/hour shift premium for the 7:00pm to 7:00am shift (eg 12 hours x \$2/hour = \$24.00)

(c) When the vessel is completed, the employees may be given eight (8) hours rest before reporting to work on the normal work schedule, which begins at 7:30am, providing that the hour of 11:30pm has passed.

(d) For the purpose of filling positions of shift work, the Employer may split full-time employees with part-time/seasonal employees to fill staffing requirements. The Employer will determine the number of employees for each shift given the requirements for the task.

- (e) For shorter duration vessel operations, the Company shall endeavour to complete on an overtime basis.
- (f) All employees will be alternated on a regular basis for each shift, subject to change if certain positions are to be filled. Final decision will be made by management.
- (g) Employees will be given three (3) days notice in advance of a shift change.
- (h) Employees who work the vessel to the end may then report to work eight (8) hours after their shift ends, if it is a regular scheduled work day. They will not be paid for hours missed. Each individual employee has the option to report for work earlier at their own discretion.

17.03 The Employer from time to time may require additional resources at its other locations and Employees may be asked to work at another location. Work at another location other than the Great Lakes Elevator in Owen Sound shall be strictly voluntary and offered by seniority. Employees shall be paid for the time it takes to travel to the other location.

Employees required to use their personal vehicle to work at another location and or conduct the Employer's business shall be paid mileage at the rate of fifty-four cents (\$0.54) per kilometre or the P & H standard rate whichever is greater.

ARTICLE 18 - OVERTIME

18.01 The Company will endeavour to give as much notice as possible to the employee(s) with respect to overtime. Overtime at the rate of time and one-half will be paid for all work required to be performed:

- (a) Before 7:30am and after 4:30pm on a regularly scheduled workday, provided the employee works for at least eight hours in addition to the overtime hours.
- (b) Overtime at the rate of double time will be paid for all work required to be performed after 10:00pm on weekdays and for all hours worked on Saturdays, Sundays and holidays as listed in Article 18.
- (c) Subject to the efficient operation of the elevator, overtime will be offered to employees on a voluntary basis, with the understanding that overtime will not be refused if specific jobs must be filled with an employee competent to do the work required, final decision will be by management.
- (d) It is agreed that when employees maintain a continuous operation through meal periods, employees will be paid for one meal period and permitted 30 minutes off premises, to secure said meal.

- (e) Employees who work overtime shall have the choice of the following;
- (i) To be paid overtime at the applicable overtime rates of one and one half (1½) times their regular rate of pay or two (2) times their regular rate of pay or
 - (ii) To bank said overtime hours, equivalent to the applicable overtime rate. e.g. If an employee has worked eight (8) hours at one and one half (1 ½) times their regular rate of pay said employee will be able to bank twelve (12) hours to be paid at their regular rate of pay. If employee works eight (8) hours at two (2) times their regular rate of pay said employee will be able to bank sixteen (16) hours to be paid at their regular rate of pay.

The maximum number of hours banked will not be greater than two hundred (200) regular hours at any given time and anything in excess will be paid on the next pay period.
 - (iii) Employees will be allowed to use hours banked to cover for absenteeism caused by weather related road closures.
 - (iv) Employees shall be able to use banked hours or vacation time in hourly increments to attend appointments scheduled during regular work hours, subject to Manager's approval. It is understood that employees will give at least twenty-four (24) hours notice, or as much notice as possible.

18.02 The Company shall endeavor to divide overtime hours so that full-time employees by classification will be receiving approximately the same number of hours. Overtime will be scheduled on a weekly basis. Employees on vacation or sick leave will not be considered for overtime because they are not working.

ARTICLE 19 - STATUTORY HOLIDAYS

19.01 Employees who have been in the Company's employ for at least thirty (30) days prior to the holiday concerned, shall be paid for one-half day previous to the New Year's Day, New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, one half day previous to Christmas Day, Christmas Day, Boxing Day, and one (1) Floating holiday to be taken on a day mutually agreed by the Company and the employee, even though no work be performed, at their prevailing rate for an eight (8) hour day, provided the employee has worked the hours in accordance with the Agreement both on the day preceding and following such holiday. In the case of sickness, provided a doctor's certificate, satisfactory to the Company is presented, an employee entitled to be paid for holidays shall be paid during

illness for any holiday falling in this period. Employees on lay-off will receive holidays with pay for up to thirty (30) days following a lay-off.

Employees required to perform work on a holiday may elect to receive holiday pay as provided above or they may elect to receive an alternate day off with pay at some later date to be mutually agreed upon, no more than two holidays may be deferred in this manner at any one time.

ARTICLE 20 - CALL-IN

20.01 Notwithstanding anything hereinbefore contained, it is agreed that the Company will pay employees called out for special work a minimum of four (4) hours wages at straight time, whether any work be performed or not. This is not to apply when completing an operation started during regular hours.

ARTICLE 21 - WAGES

21.01 Occupational classifications and respective rates of pay governing employees covered by this Agreement are as follows:

Occupational Classification

Operator 1	an employee with more than 12 years' service with the Company
Operator 2	an employee with more than 9 years' service with the Company
Operator 3	an employee with more than 6 years' service with the Company
Operator 4	an employee with less than 6 years' service with the Company
Probationary	Probationary Employee
Part-time/Seasonal	See Appendix B for definition

Job positions within each Operator # are:

	Weighman	Head Distributor	General Maintenance	Labourer
		UNIT HOURLY WAGE RATE	January 3, 2021	January 2, 2022
Operator 1	A		\$26.24	\$26.74
Operator 2	B		\$25.08	\$25.58
Operator 3	C		\$24.33	\$24.83
Operator 4	D		\$23.58	\$24.08
Probationary Part-time/Seasonal Rate	E		\$19.60	\$20.10
				January 1, 2023
				\$27.24
				\$26.08
				\$25.33
				\$25.58
				\$20.60

The Employer agrees to pay wage increases across the board with full retroactivity as follows: \$0.60/hour to all classifications, progressions and wage rate, retroactive to January 3, 2021, \$0.50/hour increase to all classifications January 2, 2022 and \$0.50/hour increase to all classifications January 1, 2023.

Employees designated by the Company, holding a Class 6 fumigation certificate, will receive twenty cents (\$0.20) hourly above their classification rate. Class 4 fumigation certificate, ten cents (\$0.10) hourly above their classification rate.

Employees designated by the Company as Lead Hand will receive forty cents (\$0.40) hourly above their classification rate.

Probationary rate: Starting rate for probationary employees will be as per Unit E above with increases of fifty cents (\$0.50) per hour every four (4) weeks until they reach the Unit D rate with the last increase to be an amount to equal the Unit D rate.

Pay periods to be from Sunday to Saturday.

ARTICLE 22 - VACATION

22.01 Annual vacations with pay in the year in which an employee accumulates the required years of service will be granted as follows:

- 1 or more years of service - 2 weeks
- 5 or more years of service - 3 weeks
- 10 or more years of service - 4 weeks
- 20 or more years of service - 5 weeks

The employer reserves the right to limit the number of bargaining unit employees off on vacation during the period of time between April 15 to December 31 to one. At the Manager's discretion more employees may be able to take vacation during this time.

Two (2) week's vacation may be taken in less than weekly periods, to be mutually arranged between the employee and management. Final decision will be made by management with at least one (1) day's notice required.

The Company and the Union committee will discuss the timing of taking vacations.

Employees will be paid for vacations on the following basis:

For each week of entitlement 2% (two percent) of the employee's gross earnings for the previous calendar year, or forty (40) hours at the employee's classification rate, whichever is greater.

If a plant holiday falls within the employee's vacation period, they may elect to receive holiday pay as provided in Article 19 or receive a compensatory day's holiday with pay.

ARTICLE 23 - JOB VACANCY

23.01 Permanent job vacancies above labour rate shall be posted on the bulletin board for three (3) days in order to give employees who are interested an opportunity to bid for the job. The Company reserves the right to decide if and when a vacancy is to be filled, even after it has been posted and a successful candidate selected. Experience gained by an employee selected to do the job on an interim basis pending final selection, shall not be considered in the selection of the applicant. Filling of job vacancies shall be in accordance with Article six (6).

ARTICLE 24 - RETIREMENT

24.01 The normal retirement age for all full-time employees covered by this agreement shall be sixty-five (65) years.

(a) Unionized Members of the Retirement Plan Part A for the Employees of Parrish & Heimbecker, Limited (Great Lakes Elevators)

All eligible employees hired on or before May 1, 2012 will be covered by the Unionized Members of the Retirement Plan Part A for the Employees of Parrish & Heimbecker, Limited (Great Lakes Elevator).

For all eligible employees covered by the Unionized Members of the Retirement Plan Part A for the Employees of Parrish & Heimbecker, Limited (Great Lakes Elevators) hired on or before May 1st, 2012, early retirement at age fifty-seven (57) years of age shall be an option. If the option to retire at age fifty-seven (57) is taken there will be no reduction of the pension benefit accumulated to that time.

Effective Jan 2, 2000, time spent on lay-off will be counted towards credited service for pension calculations.

The Company will credit back to all employees time spent on layoff that was not credited towards credited service for pension calculation.

Credited service will be calculated from the day the employee(s) joined the pension plan.

Each employee will be required to contribute to the plan each year to partially fund the cost of pension benefits.

Effective ratification of this agreement in 2015, the contribution amount will be seven (7%) percent of the compensation. Effective January 1, 2016 the contribution amount will be eight (8%) percent of the compensation.

The Company will provide each eligible employee with a copy of the retirement booklet.

The Company shall fund the balance of the cost of the pension benefits.

Contributions with interest made by the employees shall not be used to provide more than fifty percent (50%) of the value of the pension benefit. The Company shall fund at least fifty percent (50%) of the value of the pension benefit. In the event that there are excess member contributions this excess amount in its entirety shall be used to increase the employee's pension benefit. Alternately excess contributions can be transferred to a locked in vehicle.

- (b) Group Retirement Savings Plan for Parrish & Heimbecker, Limited
All eligible employees hired after October 1, 2011 will be covered by the Group Retirement Savings Plan for Parrish & Heimbecker, Limited.

Employees must contribute four (4%) percent of their base salaries to the plan via payroll deduction. Employees are able to contribute an additional one (1%) percent or two (2%) percent; the employer will match member payroll deductions up to six (6%) percent of earnings.

The Company will provide each eligible employee with a copy of the Group Retirement Savings booklet.

ARTICLE 25 - BEREAVEMENT LEAVE

- 25.01 (a) Employees who have completed their probationary period shall be granted five (5) regular scheduled consecutive work days' leave without loss of salary or wages in the case of the death of a spouse, child, parent, common law spouse, step parent and step child.
- (b) Three (3) days' leave as above will be granted in the case of the death of a brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law or sister-in-law, son-in-law, daughter-in-law.
- (c) One (1) day's leave as above will be granted in the case of the death of a niece, nephew, aunt or uncle of a member or a member's spouse.
- (d) One (1) day per year per employee shall be allowed with pay to allow an employee to act as a pallbearer.
- (e) One (1) day's leave as above may be saved to be used to attend an interment or other form of equivalent service. The saved day will be paid on the day it is taken. The saved day must be taken within one (1) year of the date of death.

ARTICLE 26 - LEAVE OF ABSENCE

26.01 Subject to the maintenance of efficient operations and its obligation to other employees, the Company will at the request of the Union, grant leave of absence without pay to any employee who has been delegated by the Union to attend a convention or other Union activity.

The employee who has been granted such leave of absence shall not lose any of their rights and privileges outlined in this Agreement.

26.02 A leave of absence shall mean an absence from work requested by an employee, in writing, and consented to by the Company, in writing. The letter shall indicate in full the reason for requesting the leave of absence and the time period of the absence. The granting or withholding of a leave of absence shall be in the discretion of the Company and such approval shall not be unreasonably withheld. Such leave shall be without pay.

26.03 The Company agrees to pay employees selected for Jury Duty or subpoenaed as a Crown Witness the difference between their standard hourly base rate and monies from Jury or Witness Duty fees with proof of service.

ARTICLE 27 - HEALTH & SAFETY

27.01 Effective date of ratification the employer agrees to pay one hundred and fifty dollars (\$150.00) or the cost of the purchase of the shoes whichever is the lesser of the two, per contract year. The employee must provide receipts. The wearing of safety shoes shall be a condition of employment.

If none of the safety shoe allowance is used during the calendar year; seventy-five dollars (\$75.00) of that benefit may be carried forward for the following year. The maximum total benefit allowed shall be two hundred and twenty-five dollars (\$225.00).

27.02 Effective date of ratification the employer shall pay one hundred and fifty dollars (\$150.00) or the cost of the purchase of Rubber Safety Boots whichever is the lesser of the two. The employee must provide receipts.

ARTICLE 28 - HEALTH & WELFARE

28.01 The Company agrees to provide its full-time employees with a benefits package.

The benefits package will include:

- Extended Health Care
 - Prescription drug
 - Vision care
 - Paramedical

- Out of country emergency care
- Dental Care
- Life Insurance
- Short Term Disability
- Long Term Disability

The Company will continue Extended Health benefits for laid-off employees with a minimum of six (6) years' service for up to four (4) months with the first month being the month of layoff.

Coverage for employees with less than six (6) years' service will end on the last day of the month in which they are placed on layoff.

In both cases, reinstatement will be the first (1st) day of the next month after recall.

- 28.02 It is agreed and recognized by the parties that the Company will provide full-time, eligible employees with a benefits package. Eligibility for payment from any benefit plan shall be subject to the terms and conditions of the policies which provide such benefits. All coverages are limited to the terms and conditions set out by the insurance carrier in its policies with the Company, or directly by the Company.

The Company shall have the right to change the carrier and coverage of the benefits package provided that the total benefits available to eligible full-time employees will be guaranteed to be as good as that in existence on the date of the ratification of this agreement. When the Company makes changes to the P&H Grain division benefits plan that may affect the benefits of GLE, the parties shall mutually agree to such changes.

- 28.03 The Company agrees to provide the Union and each Employee a copy of the "Great Lakes Elevator Company group Benefit Plan, Grain Division". The Company agrees to provide the Union and each employee an up to date copy of the Great Lakes Elevator Company Group Benefit Plan, Grain Division when changes occur and/or upon request by the Union or Employee.

ARTICLE 29 - SICK PAY

- 29.01 In the case of a full-time employee being absent because of sickness or accident, in each year of the contract, the Company shall pay up to a maximum of five (5) eight (8) hour days at the employee's hourly rate (Saturdays, Sundays and paid holidays excluded). In all cases, an employee who is sick must arrange to phone or have the superintendent advised prior to their regular reporting time to inform them they will not be in for work. If any of these days are covered by Workers Compensation or Group Insurance, the Company has no responsibility. The Company may require an employee to produce proof of

illness in the form of a medical certificate acceptable to the Company from a duly qualified medical doctor. Sick days may be used for medical reasons requiring absence of the employee in the immediate family.

ARTICLE 30 - MISCELLANEOUS

- (a) The Company agrees to continue to cross train employees. In doing so employees agree to cooperate and accept the training when offered to them. Once training on a position is completed, the employee will sign off as trained and may be required to perform that duty as required by management.
- (b) Retirement Plan
 - (i) Defined Benefit: The Company will provide the Union Office with an updated copy of the Employee Booklet for Unionized Members of the Retirement Plan Part A for Employees of Parrish and Heimbecker Limited (Great Lakes Elevator) and the valuation report submitted to OSFI, on a yearly basis.
 - (ii) Defined Contribution; The Company will provide the Union Office with an up to date copy of the Employee Booklet for the Group Retirement Savings Plan for Parrish & Heimbecker, Limited and a statement will be provided to the employee by the carrier on a yearly basis.
- (c) Employees requiring personal time off will discuss the situation with their supervisor. Compassionate leave without pay will be granted by the Company for employees to attend the funeral for other than immediate family.
- (d) The Employer shall deduct from the weekly earnings of each employee upon written authorization from each employee, twenty five (25) cents per week and shall, together with a detailed list of the names, Social Insurance Numbers and amount deducted, remit same by cheque, payable to the UFCW Charity Fund, before the fifteenth (15th) day of the following month.

Receipt for the total amount deducted per employee in the calendar year will be provided by the Union on or before February 28th of each year, or noted by the Employer on the employee's T-4 slip.

ARTICLE 31 - DURATION

31.01 This Agreement shall be in full force and effect from January 3, 2021, until December 30, 2023, and until all provision of the Canadian Labour Code have been expended.

Either party may give the other party notice of renewal and/or amendment of this

Collective Agreement at any time within ninety (90) days to expiry of this Collective Agreement. The parties shall meet within fifteen (15) days of such notice being received.

The parties agree to sign the Collective Agreement within thirty (30) days of ratification by the Union.

IN WITNESS WHEREOF THE PARTIES hereunder set their hands and seals this day and year written above.

SIGNED, SEALED & DELIVERED THIS 31 DAY OF March, 2021.

**UNITED FOOD & COMMERCIAL
WORKERS CANADA, Local 175**

**GREAT LAKES ELEVATOR COMPANY
(A Division of Parrish and Heimbecker Ltd)**

Michael David
Michael David

Matt Gardner
Matt Gardner

Michael Brown
Michael Brown

Sandy Vidal
Sandy Vidal

Diane Sanvido
Diane Sanvido

APPENDIX “B”

Part-time/Seasonal

Part-time/seasonal employees are those employees who are regularly scheduled less than thirty two (32) hours per week. Should a part-time seasonal employee become full-time, however, they will be credited for purposes of their placement on the full-time seniority list, based upon actual hours worked (2080 hours = 1 year seniority).

Full-time vacancies will be posted on the Elevator/Plant bulletin board for a period of not less than seven (7) days. The part-time/seasonal employees will make application by signing such posting.

In filling the posted vacancy(ies), the Employer will do so based on seniority, skill, ability and qualifications to perform the work.

It is recognized that no part-time/seasonal employee will be awarded a job ahead of a full-time employee.

All current full-time employee(s) will remain classified full-time employee(s).

Part-time/seasonal wages will be equal to those in rate group “E-Probationary.

Part-time/seasonal employees who work in excess of eight (8) hours in a regular work day and forty (40) hours in a regular work week shall be paid at the rate of time and one half for each hour worked in excess of eight (8) hours in a regular day and forty (40) hours per week. There should be no pyramiding of overtime payment.

All part-time/seasonal employees will be laid off prior to any reduction of hours to any full-time employee or the layoff of any full-time employee, in accordance to and in conjunction with Article 8 – recall from layoff.

Layoffs are to be done in reverse order of seniority – part-time/seasonal first, then full-time.

Recalls from layoff are to be done in seniority order – full-time first, then part-time/seasonal.

Should a part-time/seasonal employee(s) work more than thirty two (32) hours per week, for a period of ten (10) consecutive weeks, they will be reclassified to full-time under the terms of the Collective Agreement.

Part-time/seasonal employee(s) reclassification will be done in order of seniority/service.

Part-time/seasonal employee(s) will be covered by all terms and conditions of the Collective Agreement, except 20, 21, 23, 27 and 28.

Benefits to part-time/seasonal employees shall be restricted to the following:

- (a) Those specified by Federal legislation.
- (b) Vacation pay at four percent (4%) per year of gross earnings, payable at each pay period.