



COLLECTIVE AGREEMENT

BETWEEN

**CANADA MALTING CO. LIMITED
Thunder Bay, Ontario**



AND

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

Term: April 1, 2017 – March 31, 2020

14551(03)

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COLLECTIVE AGREEMENT

Between: **CANADA MALTING CO. LIMITED**
Thunder Bay, Ontario
(hereinafter referred to as the "Employer")

And: **UNITED FOOD & COMMERCIAL WORKERS**
CANADA, LOCAL 175
(hereinafter referred to as the "Union")

ARTICLE 1 - MANAGEMENT RIGHTS CLAUSE

- 1.01** The management of the Company and the direction of the working force, including the right to plan, direct and control plant operations; to schedule and assign work to employees; to determine the means, methods, processes, materials, and schedules of production; to determine the products to be manufactured; to choose the location of its plants and the continuance of its operating departments; to establish production standards and to maintain the efficiency of employees; to establish and require employees to observe Company rules and regulations; to hire, layoff or relieve employees from duties; and to maintain order and to suspend, demote, discipline and discharge employees for just cause, are the recognized reserved rights of the Company.
- 1.02** The foregoing enumeration of management's rights shall not be deemed to exclude other rights of management not specifically set forth, the Company therefore retaining all rights not otherwise specifically restricted by this Agreement.
- 1.03** The exercise by the Company of any of the foregoing rights shall not alter any of the specific provisions of this Agreement; nor shall they be used to discriminate against any member of the Union or bargaining unit.

ARTICLE 2 - MEMBERS IN GOOD STANDING

- 2.01** Only members in good standing with U.F.C.W., Local 175 shall be employed by the undersigned Employer after the signing of this Agreement.

ARTICLE 3 - DEFINITIONS

3.01 Probationer

All individuals (except Students) hired by the Company will be categorized as probationers until such time as they acquire seniority as set forth in Article 5 of this agreement.

3.02 Lead Hands

Lead Hands will be responsible for the quantity and quality of work of employees under their supervision.

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

ARTICLE 4 - PERSONS EXCLUDED FROM THE BARGAINING UNIT EXEMPTION

4.01 Persons excluded from the bargaining unit shall be exempt from this Agreement and shall not do the work of regular union men unless required to do so in order to perform their supervisory duties or emergency or in unsafe situations that call for immediate action.

ARTICLE 5 - SENIORITY AND TRANSFER

5.01 A probationary employee shall attain seniority status and rights after he has worked one thousand forty (1040) hours within any twelve (12) month period, at which time his name will be added to the seniority list.

Upon completion of one thousand forty (1040) hours worked within any (12) month period, an employee shall be given a seniority date back-dated to their original starting date with the company.

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

5.02 When staff is being reduced, non-seniority employees shall be laid off first, and then regular employees shall be laid off in reverse order of seniority subject to the Employer's requirement to maintain sufficient qualified or reasonably competent staff to operate the plant.

When staff is being recalled the Employer shall do so in order of seniority subject to the qualifications or reasonable competence of the employees concerned to perform the job.

5.03 Transfers

If an employee is or has been transferred to a position excluded from the coverage of this Agreement, such employee shall retain his seniority as of the date of transfer and in the event that he is subsequently transferred back to a position covered by this Agreement, he shall be credited with the seniority which he had on the date of original transfer from the bargaining unit plus all seniority accumulated while working in the excluded capacity up to a maximum of twelve (12) months.

An employee who is transferred out of the bargaining unit may if he so wishes return to his former job in the bargaining unit within six (6) months.

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

5.04 An employee, that has attained seniority status under Article 5.01 who is laid off due to seasonal or other reasons beyond the Employer's control, shall be entitled to his former position when operations are resumed.

5.05 Termination of Seniority

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

- (a) If an employee voluntarily leaves the employ of the Employer.
- (b) If an employee is discharged for just cause.
- (c) In case of a layoff for a period longer than twelve (12) months, or twenty-four (24) months if the employee has five (5) years' seniority.
- (d) If an employee on layoff fails to report to work within seven (7) days after receiving notice of a permanent vacancy from the Company by registered mail to his last known address, unless he has advised the Company and produces medical evidence of his being unable to report.

5.06 The Company shall post on the bulletin board and provide to the Union an accurate and up to date Seniority list on January 31st & July 31st of each year to include the following on the list: the employee's name, date of hire, and classification.

The Company will forward a list including the following: the employee's name, date of hire, and classification, and shall be listed in order earliest

to latest start date to the Union office on January 31st & July 31st of each year.

ARTICLE 6 - DISCRIMINATION

6.01 No employee shall be discriminated against or discharged for his activity as a Union member or for serving on a Committee for the Union.

6.02 The Company, the Union and the employees agree that every person has a right to equal treatment with respect to employment without discrimination because of race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability, sexual orientation and conviction as these terms may be defined by the Canadian Human Rights Act.

The parties are committed to providing a workplace that is free from harassment, sexual harassment and violence.

ARTICLE 7 - SUSPENSION AND DISCHARGE

7.01 Union members shall only be suspended or discharged by the Manager or his appointee. When the Employer requires an employee to attend a meeting, which may result in the discipline or discharge of such employee, such meeting shall not occur without the presence of a Shop Steward.

ARTICLE 8 - MEDICAL PROOF

8.01 Employees are required to perform work of any nature in or about the Employer's premises unless an employee has medical proof satisfactory to the Company of his inability to do so.

ARTICLE 9 - EMPLOYEE MISCELLANEOUS BENEFITS

9.01 Washroom facilities, lockers, rubber boots, and waterproof suits for washing purposes and all necessary safety equipment shall be supplied by the Employer.

Outdoor clothing (insulated parkas, insulated coveralls and/or uniforms) will be furnished to employees. The Company will arrange for cleaning and the repair or replacement of such garments on an as needed basis.

The Company will continue its existing practice with respect to furnishing, cleaning and maintaining of indoor clothing for employees.

9.02 A safety shoes allowance of two hundred dollars (\$200.00) dollars will be paid on April 1 of each contract year to all existing employees with seniority. The Company will continue its practice of reimbursing employees for the usual and customary cost of prescription safety glasses.

All employees with seniority will be entitled to 40 hours sick pay by the Employer on December 1st of each calendar year. All unused sick pay will be paid out to the employee on the first pay period following December 1st each year. Sick pay hours may be used by employees during the waiting period for Short Term Disability.

9.03 The Company shall provide milestone recognition after 5 years of service and every 5 years thereafter.

ARTICLE 10 - HOURS OF WORK

10.01 The normal work week shall be forty (40) hours consisting of five (5) days or shifts and the normal work day or shift shall be eight (8) hours or four (4) days or shifts and the work day or shift shall be ten (10) hours.

10.02 The forty (40) hour pay week will be completed within the period 00.01 a.m. Monday to Midnight Sunday.

10.03 Except for relief men, the work days shall be consecutive and shall consist of either four (4) ten 10 hour shifts or five (5) eight (8) hour shifts. The work schedule shall not deny relief men a normal forty (40) hour work week.

10.04 The Company agrees to post normal working hours as guidelines in each department. Any change in the normally scheduled working hours will be discussed with the Union and posted two (2) weeks in advance whenever possible.

10.05 Employees who are required to work more than two (2) hours of unplanned overtime continuous with their regular shift shall be granted a meal allowance equal to \$15.00.

10.06 Contracting Out

It is the intention of the Company to utilize the skills and experience of its employees. When required because of economic justification, skill requirements, necessary equipment, or work not normally associated with the plant, the Company will engage outside services.

12-Hour Shift Work**GENERAL UNDERSTANDING**

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

GENERAL OPERATING CONDITIONS

1. The system involves shift work on a continuous basis.
2. The start times will be determined by management.
3. Pay will be made on the basis of hours worked within the existing and normal 14 day pay period.
4. Overtime will be at the rate of 1 ½ times for hours worked after twelve (12), and up to and including fifteen (15). After fifteen (15), double time will apply.
5. Reasonable notification of absence from work will become even more important. It was agreed that the maximum possible warning should be given, with a minimum being two (2) hours.
6. Anyone scheduled to work during a normal four-day rest period shall be paid at a rate of time and one-half (1 ½) except for the first and fourth day (last day), when double time shall be paid. Anyone called into work during a normal four-day rest period shall be paid a minimum of four (4) hours pay at the rate of time and one half (1 ½) and when the duration exceeds four (4) hours on the fourth day of rest, shall be paid at the rate of double time for his hours worked.
7. Statutory holidays – days worked will be paid at twelve (12) hours single time and twelve (12) hours at time and one half (1 ½) for the equivalent of thirty (30) hours pay for a twelve (12) hour shift worked. Twelve (12) hours pay will be made to employees not working or the employee can bank the stat to a maximum of four (4) days.

8. Twelve (12) hour shift employees will be entitled to the specified number of calendar weeks off work for vacation time each year based on their years of seniority. One week holiday pay will equal forty (40) hours.
9. A full shift commencing within eleven (11) hours of the completion of the previous shift shall be paid for at the rate of time and one half (1 ½).
10. All other sections of the Collective Agreement remain in effect.
11. For the purpose of computing overtime, the normal week shall be forty-eight (48) hours consisting of four (4) days or shifts in any ninety-six (96) hour period, and the normal work day or shift shall be twelve (12) hours. Except for relief men, the work days shall be consecutive and the work week shall consist of four (4) like shifts. The work schedule shall not deny relief men a normal forty-eight (48) hour work week.
12. Vacation selection is in order of seniority by team block consisting of four (4) employees.

10.08 Work schedules shall be available online for all employees and posted on the bulletin board.

ARTICLE 11 - WAGES

11.01 Employees will have their pay directly deposited to a Bank of their choice.

Wages are to be paid every second Thursday, covering the two (2) week period ending the previous Sunday midnight.

11.02 Wages and Classifications

	<u>Apr. 1/17</u>	<u>Apr. 1/18</u>	<u>Apr. 1/19</u>
Student	15.81	16.43	17.08
Probationer	20.59	21.21	21.86
Operator	28.38	29.00	29.65
Maintenance	31.32	31.94	32.59

11.03 The Company may, at its discretion, pay Probationers the full operator or maintenance classification rate when such probationer's skill and experience merit the full rate of the classification. In such cases, the Company will advise the Union in writing of its decision to do so.

11.04 The Lead Hand rate will be \$1.00/hour above the classification rate.

- 11.05** Schedule "A", found in the back of the Contract, is considered to be part of this Agreement.
- 11.06** Probationary rates shown above apply only to new hires after date of ratification of the Memorandum.
- 11.07** The classified rates are job rates and will be paid only for a complete shift. If an operator is on a classified job for three (3) hours or more out of the regularly scheduled shift, he will be paid for eight (8) hours, at the job rates.
- 11.08** Present higher basic hourly wage rate of any employee shall not be reduced except when an employee's job classification is changed permanently.
- 11.09** Shift Premiums
- A premium of \$0.70 per hour will be paid to all employees who work a shift commencing after 4:00 PM or before 4:00 AM.
- An additional premium will be paid for all Sunday work at the rate of \$1.15 per hour for the life of this Agreement.
- These premiums will also apply on an overtime shift that calls for such premium to be paid, but they will not be added to the basic rate in computing the overtime rate.
- 11.10** Overtime
- (a) If an employee's shift is changed with less than twenty-four (24) hours notice for the convenience of the Company, he shall be paid time and one-half (1 ½), for the first shift worked. It is understood that where the employee's shift is changed for the convenience of the employee, overtime will not be paid.
- It is agreed that the Company will continue to have the right to require an employee to work overtime. However, if an employee wishes to be excused from an overtime assignment, he may approach the Company and the Company will endeavour to assign a suitable replacement in order of seniority.
- (b) Time and one-half (1 ½) or the appropriate overtime rate as called for under 11.10 (c) shall be paid for all the time worked over the regularly scheduled shift or forty (40) hours per week.
- (c) All time worked in excess of eleven (11) consecutive hours shall be paid for at the rate of double (2) time.
- (d) If a man having left the property is called back to work after completing his regularly scheduled shift, he will be paid a minimum

of four (4) hours' pay at the rate of time and one-half (1 ½), except when a call-in occurs on his second assigned day off and the duration exceeds four (4) hours in which case he will be paid at the rate of double (2) time for his hours worked.

The employee will be permitted to leave the plant after the call back work has been completed.

- (e) If a man is called back to work for a full shift for the convenience of the Employer within thirteen (13) hours of the completion of his previous shift, he will be paid an additional four (4) hours pay at regular rates. This does not apply to shift work for which overtime is paid.
- (f) Employees required to work on their first assigned day off shall be paid at the rate of time and one-half (1 ½). Should an employee be scheduled to work on his second assigned day off, he shall be paid at the rate of double (2) time.

11.11 Reasonable Rest

Employees who are called in will have the option of:

1. working the call-in and then going home to return to work at their normal shift start time or;
2. staying at work from the commencement of their call-in for the length of their regular shift.

Examples:

- i) Employees called into work at 1:00 a.m. finishes call-in at 3:00 a.m. will be paid for four (4) hours pay at time and one-half (1 ½). Employee would then return home and report for their shift.
- ii) Employee called into work at 1:00 a.m. finishes call-in at 3:00 a.m., would then stay at work until 11:00 a.m. and be paid 15 hours pay + (15 hours of shift premium Article 11.09).

11.12 Overtime Allocation

Overtime will be allocated by department

- Elevator
- Malt House
- Maintenance

The Company will endeavour to allocate overtime to employees in order of seniority. The employee with the highest seniority and ability to do the work required will be the first to be offered overtime when it occurs.

Planned Overtime:

A Manager will call employees in order of seniority. If the employee elects to refuse the overtime, or is unavailable at the time of the call, he will be bypassed.

The Company will maintain a record of all calls made to fill the overtime need and the time they were made.

Should all employees refuse the work, the least senior employee in the department will be required to work.

Unplanned Overtime:

For unscheduled overtime purposes, the employer may use shift extensions, if the overtime is expected to be four (4) hours or less. If the overtime is expected to be four (4) hours or more the employer will call employees in order of seniority.

Note:

It is the intention of the parties not to work double shifts (20 hours worked in a 24 hour period). A double shift may only be offered if the employer has offered the overtime work to all available employees by seniority provided the employee has the ability to do the work irrespective of what department the employee works in.

Employees who are on vacation for three (3) days or less will not be offered overtime on these days. Employees who are on vacation for a working week will not be offered overtime during these seven (7) days unless all available employees by seniority who have the ability to do the work required are offered the overtime first irrespective of what department the employee works in.

Maintenance On-Call:

In order for the Plant to guarantee coverage of off shifts, the Maintenance Employees will carry a cell phone on a weekly rotating basis (both Electrical and Millwrights) on a 1 in 5 week basis. Employees will not be required to carry the cell phone during their vacation. The Employee carrying the cell phone will be compensated with pay equaling 2 Call-Ins. The first 4 hours of the 1st call-in are at no pay for the Employee caring the cell phone. The Employee on all will be first to be called; thereafter call-in is based on seniority.

Rest Time:

An Employee coming back in for a Call Back or Call In (and is scheduled to work his regular shift the following day) that commences after 11 PM will be allowed to have rest time equal to the time worked during the call

back/call-in and will be compensated for those rest hours at straight time. The rest time will be time worked plus one half hour of travelling time (minimum of 1 hour). The rest time paid out to Employees will not exceed the hours the Employee would otherwise have worked if he was not called in.

ARTICLE 12 - WORK ON SUNDAYS AND HOLIDAYS

12.01 On Sundays and on holidays listed in Article 13, only such work shall be done as in the judgment of the Employer or his Supervisor, is absolutely necessary.

Unloading of cars and boats and shipping of malt or grain on Sundays or on holidays listed in Article 13, shall be considered necessary work.

All written request forms will be answered within 2 weeks.

ARTICLE 13 - STATUTORY HOLIDAYS

13.01 The following days shall be observed as holidays:

New Year's Day	January 2 nd
Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	Family Day

All holidays will be recognized as eight (8) hours. In the event that any holiday is an unworked day, the employee shall receive holiday pay. Employees on a ten (10) hour work schedule will receive ten (10) hours holiday pay for their normally scheduled work day. If an employee is working a ten (10) hour shift pattern and the holiday falls on a day off, holiday pay will be ten (10) hours for a total of fifty (50) hours pay in the work week.

Should the Provincial or Federal Government declare, by Statute, an additional public holiday during the term of this Agreement, it shall be granted.

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

Should it become necessary to work on any of the stated holidays, such employee shall be paid at the rate of time and one-half (1 ½) in addition to

the regular holiday pay of eight (8) straight time hours or ten (10) straight time hours based on the scheduled work pattern, or he may elect to take the following alternative.

On eight (8) hour shifts worked during a statutory holiday, work in excess of eight (8) hours will be paid at double time. On a ten (10) hour shift worked during a statutory holiday, work in excess of ten (10) hours will be paid at double (2) time.

Alternative: (Eight (8) hours shift pattern and ten (10) hour shift pattern

Should it become necessary to work on any of the stated holidays, such employees shall be paid time and one-half (1 ½) for each holiday worked, and also will receive a day off later with regular pay. The employee shall notify his Foreman of his selection of the date for a day or days to be taken later, at least two (2) weeks before the day or days selected and the Foreman shall endeavor to schedule such day or days off. No more than a total of five (5) days off (four (4) days for a ten (10) hour shift pattern) shall ordinarily be accumulated at any time by an employee unless he has accumulated five (5) days (four (4) days for a ten (10) hour shift pattern) and requested such leave and the Company has been unable to fulfill his request. Should he have accumulated five (5) days under the foregoing conditions and work another day, he shall be paid for it. An employee having accumulated five (5) days (four (4) days for a ten (10) hour shift pattern) may request to take his five (5) days (four (4) days) consecutively by providing at least two (2) weeks advance notice to his Foreman and the Foreman will endeavor to schedule such days off where possible. However, such leave must not displace the previously scheduled vacation periods of other employees.

Should an employee working an eight (8) hour shift have a stated holiday fall on his day off or during his vacation, he shall be paid for eight (8) straight time hours or at his option take a day off later with regular pay. It shall be ten (10) hours should an employee's regular shift be ten (10) hours in length.

Overtime hours worked and payment for stated holidays shall not be used to offset any employee's work week.

ARTICLE 14 - VACATIONS

14.01 Effective April 1, 2004, employees on the anniversary of their seniority date, shall be entitled to vacations as follows:

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

14.02 Employees who have been paid less than 2,080 regular hours in the immediate twelve (12) month period preceding the anniversary of their seniority date, shall receive vacation pay on a pro rata basis, in accordance with their years of service.

There is no pro rata reduction for the following:

- i. Weekly indemnity
- ii. Workers Compensation (up to a continuous twelve (12) month maximum)
- iii. Banked Statutory Holidays
- iv. Sick leave
- v. Vacation
- vi. Union business (to a maximum of twenty (20) working days per calendar year)
- vii. Maternity or Parental leave

14.03 A working week's vacation with pay shall be five days' (forty (40) hours) pay in seven (7) calendar days off. The weeks of vacation shall be taken within twelve (12) months of the qualifying date. Suitable dates for vacation will be arranged on a departmental basis.

At the discretion of management, vacations of up to five (5) consecutive weeks may be granted.

The time for vacation shall be set by the Employer in consultation with the employee's representative. Employees will indicate their preference in the following manner.

14.04 Notice will be posted in each department on or before March 15th advising employees they will be called upon to state their choice of summer vacation dates and indicating the number of employees who may be absent at one time. Vacation dates will be assigned by seniority after posting providing plant operation is not affected and adequate complement is retained. Summer vacation will cover the period from April 15th to October 15th. The vacation form will allow employees to record their first and second choices.

14.05 Each employee in order of seniority will be called upon beginning April 1st to state his choice of dates. Employees who fail to state their preferences within twenty-four (24) hours will not be allowed to post again until less senior employees have been given their choice. Employees not able to get their first choice of vacation dates due to plant requirements will be

offered, on a seniority basis, any cancelled vacation periods first. Otherwise, all remaining unscheduled vacation time will be allocated on a first come, first serve basis.

14.06 Notice for winter vacation dates will be posted September 15th and preferences for winter vacation will be declared as in 15.05 starting October 1st. Winter vacation will be from October 16 to April 14.

The Company will permit employees who do not work shift work to divide one (1) week of vacation into two (2) parts with the days of each part taken consecutively subject to the following:

1. One week limit per employee per year.
2. June 1st – September 15th period is excluded.
3. Approval of management.

An employee will be allowed to reschedule vacation days lost due to major illness or injury that results in hospitalization or due to bereavement occurring during his vacation providing that proof satisfactory to the Company is presented by the employee.

14.07 Once scheduled, days in lieu of statutory holidays and vacation dates cannot be overridden by senior employees.

14.08 Employees may cash in earned vacation time in one (1) week blocks. Employees must take the vacation time required by statute as time off and cannot cash in this portion of their earned vacation. The employee will make the request in writing to the Company and the vacation pay will be processed for the next payroll.

14.09 An Employee on vacation will not be subject to recall except by mutual consent, in which case he shall be paid time and one half for all hours worked, and his vacation shall be scheduled to another date.

14.10 **Student Classification**

The Company and the Union recognize the need for summer vacation relief hands and therefore have agreed to establish the classification of "Student".

Students may be employed by the Company for the period beginning April 1st thru September 15th of each contract year for the purpose of enabling Company employees to schedule and receive summer vacations. In order to qualify for a student position, a candidate must provide acceptable evidence of his/her status as a student in an accredited College or University. Children of current employees of the Company will be given preferential consideration in the employment of students for summer vacation relief.

Students employed beyond September 15th will have their hours worked count towards their probationary status as per Article 5.

Students employed by the Company will be covered by the following provisions of the collective bargaining agreement:

1. Article 1
2. Article 2
3. Article 8
4. Article 10
5. Article 11
6. Article 13
7. Article 18
8. Article 19
9. Article 23

14.11 Vacation Scheduling

Vacation scheduling is a function of management and will be done in such a manner as to allow as many employees as possible to schedule a summer vacation. Holiday/Floater summary sheets will be printed out April 1st and October 1st.

Under current operating conditions and subject to the availability of student hires, the Company's intention is to allow the following number of employees to schedule summer vacations each week.

Winter (October 16 - April 14)

Elevator	1 employee/week
Malt House	2 employees/week
Maintenance	1 electrician/week; 1 millwright/week

Summer (April 15 - October 15)

Elevator	3 employees/week (1 control room/ 2 other)
Malt House	4 employees/week (2 per group)
Maintenance	1 electrician/week; 1 millwright/week

ARTICLE 15 - WORKERS' COMPENSATION

15.01 Where an employee is entitled to indemnity by the Workers' Compensation Board; and where the Board's net payments to the employee are less than eighty-five (85%) percent of the employees "normal * net pay", the Employer will pay to the employee a "net make-up ** amount" which, when added to the Workers' Compensation Board payment, will be equal to eighty-five (85%) percent of "normal net pay".

* Normal net pay is the basic weekly wage less normal payroll deductions.

** Net make-up amount is based on the amount of gross wages after application of the normal payroll deductions and will equal the required difference.

ARTICLE 16 - JOB POSTING

16.01 Temporary Replacements

All new permanent positions and vacancies in permanent positions which the Company desires to fill, shall be filled immediately on a temporary basis by available employees who are trained and physically fit to do the job.

Temporary positions of six (6) months or less within a twelve (12) month period may be filled at the discretion of the Company. Temporary positions that exceed six (6) months in duration within a twelve (12) month period shall be posted.

16.02 Permanent Replacements

In the choice of applicants for new permanent positions and vacancies in permanent positions which the Company desires to fill, seniority shall govern provided the employee is competent and has the physical fitness to do the job. Choices of candidates will not be done on an arbitrary basis.

16.03 General

- (a) All positions which the Company desires to fill shall be posted on the bulletin board within fourteen (14) calendar days after they have become permanently vacant.
- (b) The Company will mail out the job posting notices to Employees absent due to injury or illness within two (2) working days of the job being posted and accept applications by mail, e-mail, proxy or fax for the posting. Any person on vacation will be deemed to have applied for said posting.
- (c) The company will endeavor to place the successful applicant in said position within four (4) weeks of posting expiration.
- (d) Posting notices will include a Job Description of the vacancy and a brief description of the requirements of successful candidates. Candidates must be able to demonstrate reasonable competence in the requirements and should consult with the Supervisor of the

Department concerned if they wish explanations.

- (e) Employees hired in a temporary capacity who obtain seniority status shall have their jobs posted.
- (f) In the event an employee posts for a job, he shall be entitled to return to his former job, if not satisfied within thirty (30) days of assuming his new job. The employee must demonstrate a reasonable level of competence in his new job within thirty (30) days of commencing training or the Company may return the employee to his previous job. A successful bidder shall be eligible to bid on yet another posting provided that he has not begun training on the job for which he had just successfully bid. In the event the man successfully bids into another job during this period the first job that he successfully bid into would revert to the second applicant on the previous posting. If he remains on the job beyond thirty (30) days, he shall not be eligible for any other posting for five (5) months. After completion of six (6) months on the job, he shall be eligible to post on the same basis as any other employee. The vacant position created by the posting shall be posted within fourteen (14) calendar days.
- (g) An employee who is not eligible to bid on a job may bid on the job he is now on but with a better choice of days off, and not be held to the waiting period between job postings.

For production vacancies the Company will train the senior employee who has the aptitude to do the job. Employees trained in this manner will be subject to (f) above.

- (h) Carshed workers on bid carshed jobs shall not be held to the six (6) month waiting period, as required under 16.03 (f).
- (i) An employee working on a recently posted position, within the six (6) month period referred to in Section 16.03 (f), may bid on a classified position that comes open provided that the position on which he is working is not also a classified position, as designated in Article 11.02. Any employee may make a bid for a posted vacancy into the Millwright Training Program, outside of the restrictions of Article 16.03 (f).
- (j) All applicants and the Union Stewards will be given a copy of the successful posting.

When filling unbid permanent positions, the senior seniority employee in an unposted position has the first right of refusal.

ARTICLE 17 - TECHNOLOGICAL CHANGE

17.01 In the event that employees with seniority status are displaced through technological change:

- (a) Such employees shall bump to a previously held job and may not bid on any posted job for a period of six (6) months. The employee's old job rate will not be protected: OR,
- (b) Such employees will return to the common pool without reduction in pay rate for a period of six (6) months, and will retain the right to bid immediately on any job posting. If such employee bids out of the common pool, the employee will accept the rate of the newly acquired job.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.01 Section 1 - Definitions

(a) Grievance

Complaints or disputes concerning violations of, or noncompliance with, the application or interpretation of this Agreement, but not including any requested or proposed changes in this Agreement, are hereinafter referred to as a grievance and shall be adjusted and settled in accordance with the following grievance procedure.

(b) Group Grievance

A "Group Grievance" is defined as one which directly affects more than one (1) employee and in which the facts at issue for each employee are the same. In such cases, a single grievance shall be processed commencing at and in accordance with Step No. 2 of this Article within the time limits set out in the Article providing all Grievors sign the grievance form. In the event a Grievor or Grievors are unable to sign the grievance form due to absence from work, their names shall be printed on the grievance form and initialed by the Steward. Upon return from absence, should the employee fail to sign the grievance within two (2) full working days, the employee's grievance shall not be arbitrable. A representative Grievor, if necessary, will attend the grievance meetings.

(c) Policy Grievance

A "Policy Grievance" is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which could not otherwise be resolved at lower steps of the grievance procedure because of the nature or scope of the subject

matter of the grievance. A policy grievance shall be submitted only by the Chairperson or Full-Time Union Representative and shall be dealt with at Step No. 3 of the grievance procedure.

Adjustments, if any, will only be made to any future reoccurrences concerning the same issue.

18.02 Section 2 - General

An employee who feels he has a grievance shall ordinarily first discuss it with the Supervisor and may request representation for the purpose of settling a specific grievance.

18.03 Section 3 - Steps

The procedure for handling grievances shall be as follows:

(a) Step #1

An Employee who feels he has a grievance shall ordinarily first discuss it with his Supervisor within five (5) full working days from the time that such grievance became known or should have been known. The employee may request union representation for the purpose of settling a specific grievance. A grievance presented after the aforementioned time limit shall not be arbitrable.

(b) Step #2

If an Employee feels he still has a grievance and/or the matter has not been settled, the Union Steward shall present the written grievance to the Supervisor/Department Head/Management representative within eight (8) full working days from the time that such grievance became known or should have been known.

(c) Step #3

If a settlement cannot be arranged within five (5) full working days from the time the written grievance was presented to the management representative, the Management Representative will state his disposition in writing to the Steward. The Union Business Agent will then request and shall have a meeting with the Plant Manager or his appointee within five (5) full working days of receiving the written disposition. If no settlement is arrived at, the Plant Manager shall state the reason in writing to the Union Business Agent within five (5) full working days following the meeting. If the representatives are not satisfied with the response, then the matter may be referred to arbitration.

In the absence of the Supervisor or Plant Manager, then the grievance at the various steps shall be presented to the individual

charged with the responsibility.

18.04 Representation

The Company acknowledges the right of the Union to select a reasonable number of Shop Stewards and alternates, to assist employees in presenting complaints or grievances to the Company. The Alternate Steward shall act in the absence of the regular Steward with respect to any grievance arising in his department.

The Union acknowledges that the Employer shall have the right to submit a grievance on any matter pertaining to this Agreement, or any complaint in respect thereto.

18.05 Time Limit

- (i) Any grievance not taken up with the employee's Supervisor within five (5) days after the occurrence of the incident or complaint became known or should have become known to the employee cannot be processed through the grievance procedure.
- (ii) Any case not taken beyond the completion of Step No. 1, 2 and 3 within the time limit allowed shall be considered settled.
- (iii) All reference made to the number of days of time limit, unless otherwise specified, in the different steps of the grievance procedure shall exclude Saturdays, Sundays, and Holidays.
- (iv) The settlement of a written grievance in any of the steps of the grievance procedure shall prevent the grievance from being processed further.
- (v) Time limits referred to in this Article may be extended by mutual agreement and must be specified in writing.

18.06 Dismissal

With respect to a grievance involving discharge the grievance shall be put in writing by the Steward and lodged at Step No. 3 within five (5) full working days after the employee ceases to work for the Company.

18.07 Section 4 - Request for Arbitration

- (a) Should the parties fail to reach agreement in the final step of the grievance procedure, the grievance may be referred to arbitration within twenty (20) full working days of the third step grievance answer, upon written request of either the Company or the Full-Time Union Representative or his designate, otherwise the grievance shall be considered settled.

- (b) The issue to be arbitrated shall be the written statement of the grievance and the answers of the various management officials who have dealt with the matter. It is agreed that any issue to be arbitrated shall be submitted to a single arbitrator that is satisfactory to both parties. In the event an agreement to an arbitrator cannot be reached, either party may apply to the appropriate Minister of Labour for a list of five (5) prospective arbitrators to be forwarded to each of the parties. Upon receiving the list, the parties have up to ten (10) full working days to accept an arbitrator from the list. If the acceptable arbitrator is unable to act/or agreement cannot be reached on any of the remaining names on the list, the appropriate Minister of Labour will name an arbitrator different from those on the list and he will be accepted by both parties.
- (c) The Arbitrator shall not have the right or power to add to, take away, amend, modify, change or disregard any of the provisions of this Agreement, and it may consider and decide only the particular grievance presented.
- (d) The Arbitrator, however in respect to a grievance involving a penalty, shall be entitled to modify such penalty as in the opinion of the Arbitrator, is just.
- (e) The decision of the Arbitrator shall be final and binding upon both parties.
- (f) The expense and fee of the Arbitrator shall be borne equally by the Company and the Union.
- (g) Any employee shall have the right to see his or her file in the presence of a Supervisor after having made reasonable arrangements.

18.08 No Strikes or Lock-Outs

In view of the orderly procedure arranged for the settlement of complaints and grievances it is agreed that there will be no strikes or lock-outs instigated, endorsed or condoned by either party to this Agreement.

18.09 In the imposition of discipline, if an employee has not been formally disciplined for an interval of two (2) years, his previous offenses will not be referred to.

ARTICLE 19 - CHECK OFF

19.01 The Company shall during the term of this Agreement, as a condition of employment deduct from members of the bargaining unit, the regular weekly Union dues and such dues shall be remitted to the Union, in the

format outlined below, prior to the twentieth (20th) of the month in which such deduction is made.

The Company shall collect membership initiation fees as may be established by the Union and forward any application forms and such fees to the Union in the format outlined below, with the regular monthly dues remittance.

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 current information: as know 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
11. Total dues deducted
12. Back dues owing
13. Vacation pay breakdown for dues owing
14. Initiation fees deducted
15. Total initiation fees deducted

ARTICLE 20 - BEREAVEMENT CLAUSE

20.01 Should a bereavement occur in an employee's immediate family, members of his household, parents, brothers, sisters, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren, step-parent, step-children or step-sibling, he may request a bereavement leave, and he shall be granted such time off with pay as is reasonable under the circumstances to enable him to look after funeral arrangements or to attend the funeral. The general standard of bereavement leave shall be three (3) working days (five (5) working days for spouse and children), however, the extent of such leave shall be at the discretion of the Company, taking into consideration the time of the bereavement in relation to his regular time off, the distance to be traveled, etc.

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

One (1) day may be saved if the funeral is held at a later date.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.01** Upon written application by the Local Union, the Company agrees to grant an educational leave of absence without loss of regular pay of a maximum of four (4) normal working days per contract year to a member of the Union Local chosen by the Local Union. Such educational leave will be so arranged between the Union and the Company so as to minimize disruption of the Company's operations.
- 21.02** Upon written request by the Local Union, the Company will consider a leave of absence without pay for Union purposes provided ten (10) working days notice where possible is given. The seniority of employees taking such leave will not be affected.
- 21.03** The Employer at his sole discretion may grant an unpaid leave of absence for personal reasons. Providing such leave is granted, an employee's health insurance, dental insurance, and life insurance may be continued at his option and at his sole expense payable monthly in advance.
- 21.04** The Employer's policy of sympathetic consideration of request for unpaid day's off, for personal, urgent legal or other unforeseen circumstances will be continued. Whenever possible, such requests will continue to be granted and they will not be unreasonably denied. Whenever possible, the employee is required to provide five (5) full working days notice.
- 21.05** The Employer will grant one (1) day off with pay to attend to the birth of a child.

ARTICLE 22 - JURY DUTY

- 22.01** An employee who is called for jury duty will receive the difference between his straight time wages and the payment he received for such duties for the days he would actually have been at work during his service as a juror.
- 22.02** The Company agrees to pay the difference between straight time wages and payment received for an employee who is subpoenaed as a Crown Witness and who is not a party to the action. Payment will be for hours he would have normally worked during his service as a witness.

ARTICLE 23 - HEALTH AND SAFETY

- 23.01** The Company shall institute and maintain all reasonable precautions for safeguarding the health and safety of its employees.
- 23.02** Both the Company and the Union recognize their mutual obligations to assist in the prevention, correction, and elimination of unhealthy and unsafe working conditions and practices. All employees shall adhere to Safe Working Practices. Wearing of Personal Protective Equipment (including safety boots and hard hats, safety glasses, hearing protection, radio, etc.) is mandatory.
- 23.03** Government safety standards and regulations will govern the use and storage of cleaning compounds, chemicals and designated substances.
- 23.04** All injuries sustained during working hours, no matter how trivial, must be reported to the Supervisor, before the completion of the shift. In cases of sickness and accidents which necessitates absence from work, the Supervisor concerned must be notified as soon as possible.
- 23.05** The Union and the Company agree to maintain the existing Health and Safety Committee consisting of three (3) members elected or appointed by the Union for the duration of this Agreement and minutes of the meetings will be made available. Issues involving remote operation to be reviewed at the Health & Safety Meeting.
- 23.06** The Company will reimburse upon presentation of a receipt any fees charged for the filling out of forms by doctors for examinations requested by the Employer or its insurance company.
- 23.07** The entire plant and grounds shall be maintained and kept safe.
- 23.08** The Company and the Union agree that they shall comply with the provisions of the Canada Labour Code Part II (the "Code") and, without limitation, the provisions with respect to an employee's right to refuse to work if in danger, as addressed in said Part II of the Code as amended from time to time.

ARTICLE 24 - INSURANCE, HEALTH AND PENSION BENEFITS

As a convenience for the Employees, a summary of the Health and Welfare Plan as provided by the Company, is set out below. These plans are governed by the policies issued by the Insurance Companies concerned, the Provisions of the Pension Plan and the rulings of the appropriate governmental authority.

Total Disability Benefit to remain basis \$ 10,500

24.10 PENSION PLAN - (NON-CONTRIBUTORY)

Simplified Retirement Benefit Formula

Normal Retirement Benefits

Normal Retirement – Age 65.

Full Retirement Benefits will be as follows:

For Retirement after April 1/04, benefits will be \$42.00 per month per year of service retroactive to all credited service in the pension plan.

For member's service prior to March 31, 1988, an employee's pension shall not be less than the basic pension accrued under the terms of the Plan in effect prior to the Agreement dated April 1, 1988 to March 31, 1991.

Employees will contribute .25 per straight time hour effective March 31, 2013 to a maximum of 2080 hours to the pension plan.

Employees will contribute .50 per straight time hour effective March 31, 2014 to a maximum of 2080 hours to the pension plan.

Employees will contribute .75 per straight time hour effective March 31, 2017 to a maximum of 2080 hours to the pension plan.

Early Retirement Benefits

Minimum Age 60 and 20 Years service, there will be no reduction from the above benefits.

Reduction will apply as follows:

- (i) For age between 55 years and 60 years with 25 years of service, the pension will be reduced at the rate of 4.0% per year from sixty (60) years of age.

e.g. Age 59 years and 25 years of service

Minimum benefit per month will be $25 \times \$42.00 \times 96\%$

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

e.g. Age 59 years and 24 years of service

Minimum benefit per month will be $24 \times \frac{\$42.00}{25} \times 96\% \times 24$

When an employee is entitled by pension legislation to retire and having accumulated less than the minimum service required (20 years), his pension entitlement shall be reduced in accordance with the Pension Plan in effect prior to April 1, 1988.

As a matter of safeguard for all employees, any pension calculation resulting from this Agreement yielding a pension that is less than would result from the Pension Plan that was in effect prior to April 1, 1988, then the employee will receive the greater of the two pensions.

All employees will receive an annual pension estimate in their statement of benefits. Employees, considering retirement and meeting the "age 55, 20 years service factor criteria" will be permitted one free pension estimate within the contract term.

New employees hired after April 18, 2011 will be enrolled in a Defined Contribution Pension Plan. The Company will contribute 3% into the DC plan in accordance with the terms and conditions of the plan. Existing Defined Benefit Plan members will be offered a \$1500 incentive to transfer to the DC Plan within a 60 day window from September 14, 2014.

- 24.11**
- (a) The Company agrees to contribute to the CCWIPP the sum of one dollar and 29 cents (\$1.29) per hour for all regular hours paid to a maximum of the basic work week, effective April 1, 2004. Effective August 18, 2011 increase contribution to one dollar and forty-nine cents (\$1.49). Effective April 1, 2012 increase contribution to one dollar and seventy cents (\$1.70).
 - (b) Upon payment of the past service benefit in full, the current contributions to CCWIPP shall be applied as follows:
 - \$1.10 to Current Service
 - \$0.19 to the Stabilization Fund

In the event the Stabilization Fund ceases to exist or no longer accepts contributions, the contribution will continue into such funding mechanism as determined by the Trustee with no intent of increasing liabilities.
 - (c) Contributions along with a list of employees for whom they have been made; the amount of the weekly contribution for each employee and the number of hours worked or paid shall be forwarded by the Company within twenty-one (21) days after the close of the Company 4th or 5th week accounting period.

Plant Closure

- (a) In the event of termination of employment as a result of plant closure the Company will immediately commence negotiations with the Union.

The Company will give the Union at least three (3) months notice of plant closure. The parties agree to immediately institute an adjustment committee to assist employees in finding new employment.

In the case of plant closure, employees whose age and service equal eighty (80) or more will qualify for fully accrued pension benefits without actuarial reduction with this pension guaranteed for a minimum of five (5) years.

- (b) Employees terminated as a result of plant closure or technological change are eligible to receive severance pay in accordance with the following schedule:

Employees with less than nine years service shall be eligible for one(1) weeks pay for each year of their total service.

- Employees with nine years but less than sixteen years service shall be eligible for two (2) weeks pay for each year of their total service.

Employees with more than fifteen (15) years service shall be eligible for three (3) weeks pay for each year of their total service with a maximum of fifty two (52) weeks pay.

- (c) All employees who were on payroll as of May 1, 1994 shall receive the greater of: 1) Three (3) weeks pay for each year of their total service with a maximum of twenty six (26) weeks OR 2) The amount they would be entitled under paragraph (b) above.

An employee who elects to receive an unreduced pension as set forth in (a) above will not be eligible for severance pay.

A senior employee will have an option to terminate his employment and receive the severance pay entitlement due to a junior employee scheduled for termination and who would by virtue of this option remain employed.

The above notice and severance shall be deemed to meet the requirements of the Employment Standards Act.

ARTICLE 25 - LABOUR/MANAGEMENT COMMITTEE

- 25.01** Quarterly meetings shall be held between the Union Stewards and the Plant Manager. The Company shall pay the committee members at straight time for time spent in said meetings. Joint Labour Management meetings, grievance/discipline meetings, and negotiations shall be included in this clause. The Union may post summary of the meetings on the bulletin board.
- 25.02** For the purposes of negotiations, committee members will be paid straight time hours for a maximum of ten (10) bargaining days. Payment will be as follows:
- Payment for actual time spent in meetings when bargaining occurs on days off
 - Payment for scheduled work hours when bargaining occurs on regularly scheduled days

ARTICLE 26 - APPRENTICESHIP

- 26.01** Should the Company and the Union agree to establish an apprenticeship program during the life of this contract the following criteria will be applied.
- Seniority
 - Past performance
 - Accredited Aptitude Evaluation

The Company agrees to supply the necessary tools required by the apprentice to perform his job and, in addition, the Company will pay the associated tuition costs for each semester in school.

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

A joint committee will be established to review each applicant against the criteria listed above. This committee will be tasked with choosing the two best candidates for the Apprenticeship Program.

The successful candidates will be expected to demonstrate ongoing commitment to learning the skill necessary and to pass the academic portion in a timely manner.

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

<u>To Month</u>	<u>% of Base Rate</u>
12	70%
24	80%
30	85%
36	90%
42	95%
48	100%

All employees are eligible to bid on an apprenticeship placement, except for any employee already in such a program.

Should an employee fail any stage of the Apprenticeship Program or wish to terminate his involvement in the Program, he will be allowed to displace the most junior employee on the seniority list from his job, provided he is capable of performing that job and has greater seniority than that employee.

ARTICLE 27 – GENERAL

- 27.01** The Employer shall deduct from the weekly earning of each employee, upon written authorization from each employee, _____ dollars (\$_____) per week and shall together with a detailed list of names, Social Insurance Number and amount deducted, remit same by cheques 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 T4 slip.

ARTICLE 28 - HARASSMENT AND ANTI-BULLYING

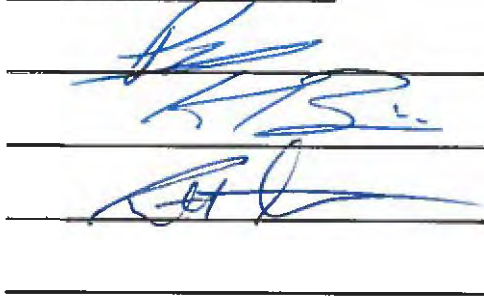
- 28.01** The Union and Company seek to create and maintain an environment where all people are treated with dignity, courtesy and respect. The parties therefore promote a "zero tolerance" approach to discrimination, harassment, bullying and victimization in the workplace.
- 28.02** The parties will comply with all applicable Federal anti-discrimination, harassment and anti-bullying legislation and other applicable laws.
- 28.03** Complaints will be investigated utilizing the Company's Policy Statement and Preventing Harassment in the Workplace Procedure.

ARTICLE 29 - TERM OF AGREEMENT

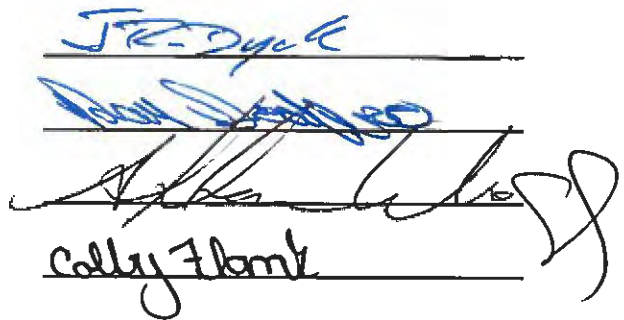
29.01 This Agreement is to remain in force and effect from April 1, 2017 to March 31, 2020 and shall renew itself from year to year after its expiration unless either party gives notice to the other party at least sixty (60) days prior to the renewal thereof, specifying in writing the desired changes.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 28 day of February, 2018.

FOR THE EMPLOYER:



FOR THE UNION:



During the course of talks leading to the labor agreement in 1998, the parties reached an agreement with respect to those employees affected by a material "downsizing" of the bargaining unit at that time. The terms and conditions of that "downsizing" agreement are set forth in this Schedule "A" and applies only to those employees affected by that event.

SCHEDULE "A"

EMPLOYEE CONSTITUENCIES

GROUP A – Potential retirees (maximum number 14 employees)

Qualification: Age 55 by December 31, 1999

- Benefits:
- No reduction of earned pension benefit
(basis \$42 per month per year of credited service)
 - \$650 per month supplement to age 65
 - Major medical and prescription drug benefit to age 65

GROUP B – Senior employees (19 employees)

Qualification: 33 most senior active employees excluding Group A plus Group A Employees who elect not to retire.

- Benefits:
- Enhanced pension benefit package
(basis \$42 per month per year of credited service)
 - Lump sum payment totaling \$3,000 over life of contract
 - Wage increase \$0.50 per hour in final year
 - CCWIPP contribution retained at \$1.18
 - General allowance of \$3,000 over life of contract

GROUP C – Junior employees (maximum number 14 employees)

Qualification: Retained employees other than those in Groups A or B

- Benefits:
- Enhanced job security
 - Enhanced pension benefit package (as Group B)
 - Lump sum payments totaling \$1,500 over life of contract
 - CCWIPP contribution retained at \$1.18
 - General allowance of \$3,000 over life of contract

GROUP D – Maintenance

- Benefits:
- Enhanced pension benefit (as Group B)
 - Lump sum payments totaling \$3,000 over life of contract
 - Wage increase \$0.50 per hour in final year
 - CCWIPP contribution retained at \$1.18
 - General allowance of \$3,000 over life of contract
 - Stand-by maintenance (\$180 per week paid to one person)
 - Apprenticeship program for two employees over contract life

GROUP E – Employees for who jobs are not available

- Benefits:
- Severance payments as per section 25.11 of contract.

LETTER OF UNDERSTANDING - #1

TRAINING AND EDUCATION FUND


Between: **CANADA MALTING CO. LIMITED**
Thunder Bay, Ontario
(hereinafter referred to as the "Employer")


And: **UNITED FOOD & COMMERCIAL WORKERS**
CANADA, LOCAL 175
(hereinafter referred to as the "Union")


The parties agree that the Company will contribute \$250 annually during the life of the collective agreement to the UFCW Local 175 Training and Education Fund. The payment will be made on date of ratification and January 1st of each year of the collective agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 28 day of February, 2018.

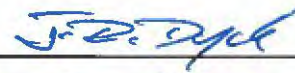
FOR THE EMPLOYER:




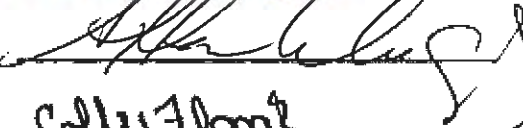





FOR THE UNION:









LETTER OF UNDERSTANDING - #2

PRINTING OF COLLECTIVE AGREEMENT

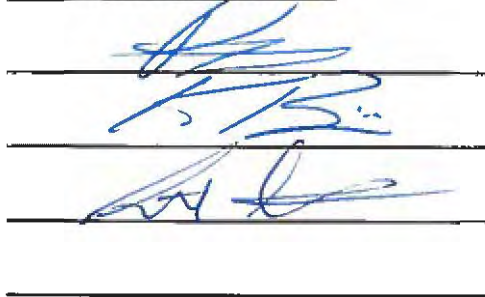
Between: **CANADA MALTING CO. LIMITED**
Thunder Bay, Ontario
(hereinafter referred to as the "Employer")

And: **UNITED FOOD & COMMERCIAL WORKERS**
CANADA, LOCAL 175
(hereinafter referred to as the "Union")

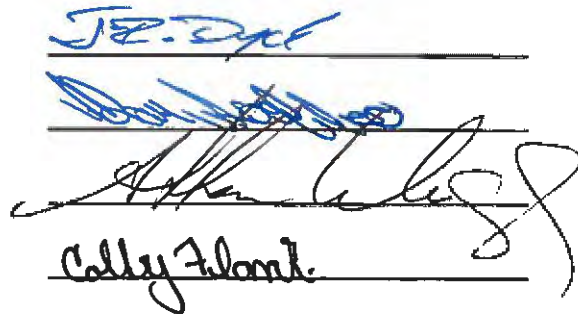
The parties agree that the Company will pay for the printing of the Collective Agreement with the exception of the inserts provided by the UFCW Local 175. The Union will arrange for the printing of the Collective Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 28 day of February, 2018.

FOR THE EMPLOYER:



FOR THE UNION:



LETTER OF UNDERSTANDING - #3

TIME LIMITS

Between: **CANADA MALTING CO. LIMITED**
Thunder Bay, Ontario
(hereinafter referred to as the "Employer")

And: **UNITED FOOD & COMMERCIAL WORKERS**
CANADA, LOCAL 175
(hereinafter referred to as the "Union")


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.


Should either party serve such notice on the other party, the parties further agree that the final time frame in the Collective Agreement respecting "filing for arbitration" shall then be triggered.


The parties further agree that any Board of Arbitration or single arbitration shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 28 day of February, 2018.


FOR THE EMPLOYER:







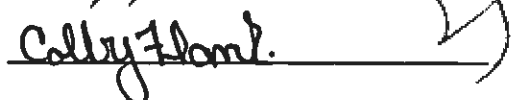


FOR THE UNION:









LETTER OF UNDERSTANDING - #4

MARKET ADJUSTMENT FOR MAINTENANCE

WITHOUT PREJUDICE OR PRACTICE

Between: **CANADA MALTING CO. LIMITED**
Thunder Bay, Ontario
(hereinafter referred to as the "Employer")

And: **UNITED FOOD & COMMERCIAL WORKERS**
CANADA, LOCAL 175
(hereinafter referred to as the "Union")

NOW THEREFORE in consideration of the provisions and mutual covenants herein contained, the Employer and the Union agree as follows:

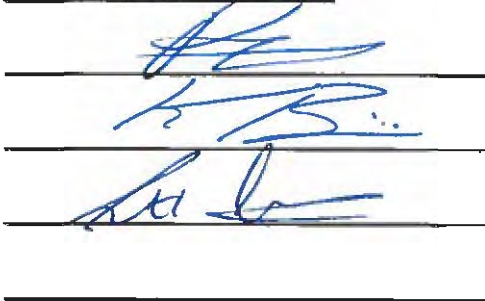
The following represents a market adjustment for Maintenance employees at Thunder Bay. The intent of the market adjustment is to reflect current market rates for skilled trades and aid in the attraction and retention of Maintenance employees at the Thunder Bay plant.

This Letter of Understanding will expire at the conclusion of this Collective Agreement.

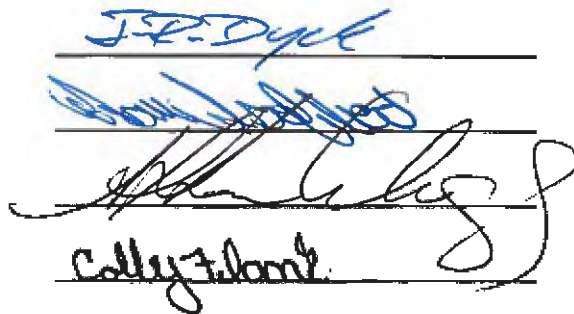
Maintenance Year 1: Additional \$1.00 per hour above the classification rate
Maintenance Year 2: Additional \$.50 per hour above the classification rate
Maintenance Year 3: Additional \$.50 per hour above the classification rate

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 28 day of February, 2018.

FOR THE EMPLOYER:



FOR THE UNION:



LETTER OF UNDERSTANDING - #5

12 HOUR SHIFTS

WITHOUT PREJUDICE OR PRACTICE

Between: **CANADA MALTING CO. LIMITED**
Thunder Bay, Ontario
(hereinafter referred to as the "Employer")

And: **UNITED FOOD & COMMERCIAL WORKERS**
CANADA, LOCAL 175
(hereinafter referred to as the "Union")

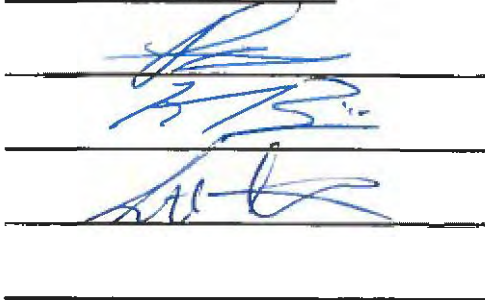
NOW THEREFORE in consideration of the provisions and mutual covenants herein contained, the Employer and the Union agree as follows:

Notwithstanding the Company's right to schedule and manage the workforce, the 12 hour schedule will consist of a 2 days and 2 nights pattern. This shift schedule will be utilized as long as it continues to suit business needs and the operational conditions of the plant.

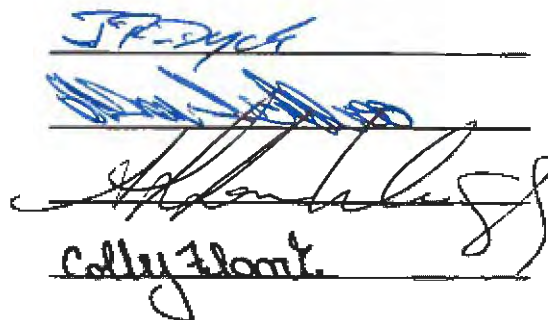
This Letter of Understanding will expire at the conclusion of this Collective Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 28 day of February, 2018.

FOR THE EMPLOYER:



FOR THE UNION:



_____ Colby Flomt

LETTER OF UNDERSTANDING - #6

**MAINTENANCE 10 HOUR WORK SCHEDULE
AVERAGING AGREEMENT**

WITHOUT PREJUDICE OR PRACTICE

Between: **CANADA MALTING CO. LIMITED**
Thunder Bay, Ontario
(hereinafter referred to as the "Employer")

And: **UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**
(hereinafter referred to as the "Union")

NOW THEREFORE in consideration of the provisions and mutual covenants herein contained, the Employer and the Union agree as follows:

MAINTENANCE 10 HOUR SCHEDULE

In lieu of the working 10 hour schedule (1 in 5) proposed by Maintenance employees, the following will occur:

Hours will be averaged over the shift cycle (5 weeks). Overtime will not apply in situations where the scheduled weekly hours exceed 40 hours except if the daily hours exceed 10 hours. In this case, the regular overtime rates will apply per day as per the Collective Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 28 day of February, 2018.

FOR THE EMPLOYER:

FOR THE UNION:

