

COLLECTIVE AGREEMENT

between

UNITED FOOD AND COMMERCIAL WORKERS UNION

CANADA, LOCAL 864

(hereinafter called the "Union")



and

CLARENCE FARM SERVICES LIMITED

(hereinafter called the "Company")

TRURO, NOVA SCOTIA



Expiry: December 31, 2021

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this agreement is to provide collective bargaining relations between the union and the company to ensure prompt and equitable disposition of grievances and to ensure fair wages, hours and other working conditions and, thereby, to maintain a harmonious working relationship between the union and the company.
- 1.02 It is recognized by this agreement to be the duty of both parties to cooperate fully, both collectively and individually, for the promotion of the aforesaid conditions.

ARTICLE 2 - RECOGNITION

- 2.01 The company recognizes the union as the exclusive and sole bargaining agent for all its employees at the Truro mill except those excluded by the Certification Order dated January 13, 1984 and as further amended in 1991.
- 2.02 The union recognizes the responsibility of its members to perform their respective duties for the company faithfully and diligently, and to carry out at all times their individual responsibilities according to the regulations, methods, and procedures established by management, subject to the provisions of this agreement.

ARTICLE 3 - UNION SECURITY

- 3.01 All employees who, on the date of the signing of this agreement, are union members in good standing, or may become union members

in good standing, shall as a condition of employment maintain union membership. All new employees hired as of the date of signing of this agreement shall as a condition of employment become union members within sixty(60) working days from the date of employment and shall as a condition of employment, remain union members in good standing in accordance with Article 2.

ARTICLE 4 - CHECK-OFF

- 4.01 All employees in the bargaining unit shall be required to sign an authorization assigning to the union an amount equivalent to regular union dues and other amounts chargeable by the union. The employer agrees to deduct such amounts from the weekly wages of employees, upon receipt of signed authorizations, and to remit them to the financial secretary of the union by the 15th of the month following the month in which the deductions were made.
- 4.02 The employer shall, when remitting such dues, provide the names of employees from whose pay such deductions have been made, together, with the names and addresses and telephone numbers of any employees who have left the employment of the employer since the last payment.
- 4.03 When an employee has completed sixty (60) working days service, and is to begin paying dues as per above, the company will have him sign an authorization card, and will deduct the initiation fee from his first pay check-off. The authorization referred to above shall be as set out below. It shall be signed by the employee and the authorization part retained by the company, with the remainder to be sent to the union.

At the same time that income tax T-4 slips are made available, the employer shall type on the amount of union dues paid by each member in the previous year.

ARTICLE 5 - SUPERVISORS DOING BARGAINING UNIT WORK

5.01 Supervisory employees or other non-union personnel (ie: salaried employees) will not be permitted to perform work on any job customarily performed by employees in the bargaining unit except in the following situations:

(A) Emergencies, when regular employees are not readily available;

(B) Instruction or training of employees;

(C) The company shall discuss with the union any questionable aspects of work in this area that may occur prior to proceeding.

ARTICLE 6 - UNION RIGHTS AND UNION ACTIVITY

6.01 The union shall notify the employer, in writing, of the names of the union's representatives as follows: officers, bargaining committee members and stewards.

6.02 **Bulletin Board** - The union shall be entitled to post regular union notices of a non-controversial nature on a bulletin board in the plant. Such notices shall be confined to the union business and a copy shall be given to the production manager before posting.

- 6.03 **Union Representation** - It is agreed that when the union representative wishes to enter the plant to discuss union business with members of the bargaining unit, he will obtain prior permission from management. Such permission will not be unreasonably withheld.
- 6.04 **Discrimination** - The company shall not discriminate and the union shall not discriminate against any employee in the application of any of the terms and provisions of this agreement by reason of race, creed, colour, sex, nationality, origin, political affiliation, sexual orientation or status of membership in the union. Bullying and violence in the workplace are prohibited acts. The parties agree that this article shall be interpreted in accordance with the Human Rights Act, and discrimination shall include harassment on prohibited grounds.
- 6.05 The union acknowledges that stewards and grievance committee members have regular duties to perform on behalf of the company, and that such persons will not leave their jobs to deal with grievances or other union business, without first obtaining the agreement of the production manager. The production manager will arrange for the relief of the steward or grievance committee members, as soon as is reasonably possible, subject to operating requirements. It is understood that such employees will not absent themselves from their duties unreasonably. On this express understanding, the company agrees that stewards and members of the grievance committee will not lose pay for the time spent servicing grievances during working hours.

ARTICLE 7 - MANAGEMENT RIGHTS AND RULES

7.01 The management of the company and the direction of the work force are vested exclusively in the company and shall not in any way be abridged except as specific restrictions are set forth in this agreement. The management hereby retains the sole control over all matters concerning the operation, management and administration of its business.

ARTICLE 8 - NO STRIKE OR LOCKOUT

8.01 The union agrees that there shall be no strike, retarding or stoppage of work and the company agrees that there shall be no lockout of members during the term of this agreement or any extension thereof.

8.02 The words "strike" and "lockout" shall be as defined in the Trade Union Act of Nova Scotia.

ARTICLE 9 - DISCIPLINE

9.01 No employee shall be disciplined or discharged without just cause.

9.02 When an employee is to be called into the office for disciplinary action, he shall be advised in advance and shall be accompanied by a steward unless he requests the steward not to be present.

9.03 A claim by a permanent employee who has attained seniority that he has been unjustly discharged shall be treated as a grievance,

if a written statement of such grievance is lodged with the plant manager within ten (10) calendar days of the discharge.

9.04 The company will remove all disciplinary action taken against an employee after twelve (12) months from the date the employee received such discipline.

9.05 Upon written request and one (1) week notice, employees shall be provided with a complete copy of their employee file.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 If, during the life of this agreement, or any extension thereof, there arises any dispute between the company and the union or employee with reference to the interpretation or application of or compliance with any of the provisions of this agreement, such dispute shall be settled in the following manner. Letters of agreement are subject to the grievance procedure.

STEP 1

Between the employee, his shop steward, and his foreman. The employee may request the shop steward not to accompany him. The decision of the foreman shall be given within twenty-four (24) hours, excluding weekends and holidays.

STEP 2

If the foreman fails to settle the grievance satisfactorily, the chief steward shall reduce the grievance to writing. The chief steward, and/or the employee involved, shall then present the written grievance to the mill manager and/or his representative, who shall give his decision in writing within twenty-four (24) hours, excluding weekends and holidays.

STEP 3

If the manager's decision fails to solve the grievance satisfactorily, a meeting between the general manager and/or any other representatives of the company and the chief steward and/or any other representatives of the union shall be held within five (5) working days of the decision in STEP 2. The general manager or his replacement shall render his decision within three (3) clear days after such meeting takes place.

- 10.02 If the grievance is not satisfactorily resolved by STEP 3, it will be subject to the arbitration procedure as outlined in Article 11 of this agreement.
- 10.03 It is agreed in the case of any general allegation by the union that the company has violated this agreement in a manner that affects broad principles rather than specific individuals, the union may present the grievance, in writing, directly to the manager, pursuant to STEP 3 of the normal grievance procedure.
- 10.04 The times set out herein may be extended at any stage by mutual consent of the company and the union.
- 10.05 In following the above procedure, committee persons and employees so affected will be compensated at their regular rate for reasonable time spent during working hours. Both the committee person and the employee so affected will request time off from their appropriate foreman, and reasonable time off will be granted.

ARTICLE 11 - ARBITRATION

- 11.01 If a grievance or dispute is not amicably adjusted in the grievance procedure, the union may submit the grievance for final decision of an arbitrator provided request for arbitration has been made within thirty (30) days of the company's final reply in the grievance procedure. The arbitrator shall be selected by mutual agreement of the company and the union, from a list of six (6) possible arbitrators submitted by each party to the other. If the parties cannot agree within a period of ten (10) days on the selection of an arbitrator, they will request the Federal Minister of Labour to appoint an arbitrator.
- 11.02 The arbitrator so named shall fix a time and place for hearing evidence on the matter and render a decision as soon as is reasonably possible. Said decision shall be in writing and the findings of fact and interpretation of this contract with regard to a particular issue in dispute shall be final and binding on the parties.
- 11.03 The arbitrator shall have no authority to consider more than one (1) grievance unless the parties mutually and specifically agree to the contrary. Although it is understood that the arbitrator shall have the authority to amend a disciplinary penalty, he shall not be authorized to amend or change the contents of this agreement unless mutually agreed to by the company and the union.
- 11.04 The expenses of the arbitrator, together with any other expenses of the arbitration board mutually agreed to, shall be shared jointly.

- 11.05 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 11.06 The arbitrator shall not be authorized to make any decision which will alter, modify or amend any part of this agreement.
- 11.07 The decision of the arbitrator shall be binding on the parties of this agreement.

ARTICLE 12 - SENIORITY

- 12.01 Seniority shall be determined by the length of continuous service with the company. Continuous service in general means active service without interruption. Although service is interrupted, seniority accumulates in the case of:
- (A) Approved leaves of absence (the company will give a written approval to the employee with a copy to the union);
 - (B) Layoffs not in excess of eighteen (18) consecutive months, subject to recall requirements set forth below;
 - (C) Periods of injury or illness where a written leave of absence is not necessary; and,
 - (D) Other legitimate reasons approved by the company.
- 12.02 Loss of seniority - an employee shall lose all seniority rights and employee status in the event he:

- (1) Quits or retires;
- (2) Is discharged for just cause;

- (3) Is continuously laid off for a period in excess of eighteen (18) months if his seniority is one (1) year or more, or is laid off for a period in excess of six (6) months if his seniority is less than one (1) year;

- (4) Has been granted a leave of absence and does not return at the expiration date;

- (5) He is absent for three (3) working days without authorization and just cause;

- (6) If the employee is laid off and fails to return to work within forty-eight (48) hours after being notified by registered mail by the company at his address on the records of the company, or fails to advise the company that he will report within four (4) working days after receiving such notice. It shall be the duty of the employee to notify the company promptly of any change in address. If an employee fails to do this, the company will not be responsible for failure of a notice to reach such employee and any notice sent by the company, by registered mail to the address which appears on the company's personnel records shall be deemed to have been received by the employee.

12.03 Replacements may be used by the company during the months of May 1st to September 30th each year, and will not be eligible to earn seniority during the above period as defined in Article 12.04 except that if replacement personnel are retained beyond

the above defined period or is re-classified as a regular employee during the above period, his/her seniority will be established in accordance with the provisions of this agreement.

The company will keep the union informed of the names of any employees hired as replacement personnel.

- 12.04 **Probationary Employees** - A new employee entering the service of the company shall be considered as a probationary employee during the first sixty (60) working days of service and an employee will not be considered as having established any seniority rights or become a member of the union until he has completed the above designated number of days with the company, after which seniority shall date from the time of hiring.

ARTICLE 13 - LAYOFF AND RECALL

- 13.01 **LAYOFF** - When and if it becomes necessary to decrease the work force, plant seniority will apply, provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the work which is available.

- 13.02 **RECALL** - In exercising plant seniority there will be no bumping upward. Employees will return to their former job or, if these are not available, to a job in the same wage classification as their former job, or a lower wage classification, provided qualifications are adequate.

(A) "**Qualified**" in this Article means that the employees have the necessary experience to do the work and do the job satisfactorily within ten (10) working days.

(B) An employee cannot voluntarily give up his job and bump

another employee.

(C) Rehiring will be effected in the reverse order of layoff, providing qualifications are adequate.

ARTICLE 14 - PROMOTIONS AND TRANSFERS

- 14.01 All permanent job vacancies expected to last thirty (30) days or more, exclusive of vacancies caused by sickness or injury, will be posted for three (3) working days and will be finally awarded within seven (7) working days after the closing of the bid. The job posting will detail the rate, the shift, the qualifying period for the job, and circumstances bearing on the time of the commencement of the job. A copy of all job postings to be given to the union.
- 14.02 Plant seniority will first apply among those possessing the required qualifications, after which recourse will be had to other sources. An employee will be deemed qualified when the employee requires no more supervision than other qualified employees in the same classification.
- 14.03 In the event the employee is not qualified within the period as shown on the posting, the employee will be returned to the employee's prior job and the next eligible bidder will then be given an opportunity to qualify.
- 14.04 During the qualifying period, the rate of pay for an employee who is bidding up will be the employee's prior rate.
- 14.05 If for some reason the posted job is awarded to someone other than the senior applicant, the company will meet with the union and the employee and explain the reason.

- 14.06 Employees promoted to supervisory positions at the Truro plant will retain seniority earned while in the bargaining unit and, in addition will accumulate seniority up to one (1) year while a supervisor. If such supervisory employees are returning to the Truro bargaining unit, they may exercise seniority by displacing the next junior employee or making application for any job vacancy.
- 14.07 Employees in any classification are expected to perform any duties to which they may be reasonably assigned.
- 14.08 Employees temporarily transferred to a higher rated job shall receive the higher rate for the time spent on that job on an hour-by-hour basis. Employees transferred to a lower rated job shall maintain their regular rate. In the event the lead hand voluntarily transfers to another shift that has a lead hand in place the lead hand shall forfeit the lead hand differential. Lead hands shall maintain the lead hand premium in a transfer if they are required to do lead hand functions.
- 14.09 Lead hand jobs will be posted for seven (7) days after which time, lead hand jobs will be appointed from the bargaining unit on the basis of:
- (A) Seniority;
 - (B) Required qualifications for the area of responsibility being applied for; and,
 - (C) Work record.

- 14.10 (a) Employees transferred by the company will be paid the rate for the job they are filling if the job pays more than their present rate. If the transfer would me a lower rate, then the employee would maintain their regular rate while on the job.
- (b) No employee will be transferred to a position outside the bargaining unit without his consent.
- (c) An employee within the bargaining unit transferred on a temporary basis to any other of the company's plants or operations will not lose any of his rights or benefits under this agreement. The union will be notified at least twenty-four (24) hours in advance, whenever possible, of such transfer taking place.
- (d) The company will pay all reasonable additional expenses incurred on any temporary transfer to any of the company's plants or operations.

ARTICLE 15 - HOURS OF WORK

- 15.01 Eight (8) consecutive hours shall constitute a day's work excluding the lunch period.
- 15.02 Forty (40) hours, Monday to Friday shall constitute a normal work week. This is not a guarantee of any certain number of hours per day or week, nor does it bar overtime work.
- (B) For the purposes of payroll only, the payroll week shall start on Sunday and end at the same time the following Saturday.
- 15.03 Schedule of work hours are as follows:

For 3-shift operation:

7:30 a.m. - 4:00 p.m. "which includes a ½ hour unpaid lunch"

4:00 p.m. - 12:00 a.m.

12:00 a.m. - 8:00 a.m.

- 15.04 The production manager will inform the employee(s) working the night shift (12:00 a.m. - 8:00 a.m.), prior to the completion of that shift, whether or not the employee(s) is (are) required to report for work on the next night shift. If a night employee(s) has been asked to report for a shift and subsequently, production requirements change, cancelling that shift, Section 20.02 will prevail.

ARTICLE 16 - REST PERIODS

- 16.01 All employees shall be given two (2) rest periods of fifteen (15) minutes each during any given shift, one in each half of the shift.
- 16.02 Employees who are required to work beyond their regular shift shall be given one (1) fifteen (15) minute paid rest period at the end of their regular shift, and a fifteen (15) minute paid rest period every two(2) hours thereafter. A regular shift is eight (8) hours in a twenty-four (24) hour day.
- 16.03 If the period of overtime exceeds two (2) hours, a meal will be supplied at company expense, not to exceed ten dollars (\$10.00) per meal, with receipts to be supplied by employee and granted a one-half (1/2) hour unpaid lunch period.

ARTICLE 17 - TIMEKEEPING

- 17.01 Every employee must keep his time card up-to-date. When reporting to work he must be dressed and ready for work before punching his card (and this is no sooner than fifteen (15) minutes) before the start of his shift. He shall punch his card immediately after the end of his shift and before he washes and changes his clothing. Time will be figured and paid to the nearest fifteen (15) minutes worked.
- 17.02 Employees shall have all deductions taken off their pay cheque providing the bank computer payroll service can accommodate.

ARTICLE 18 - OVERTIME

- 18.01 All work performed in excess of eight (8) straight time hours in any one (1) day will be deemed overtime and will be paid at the rate of time and one-half (1 1/2).
- 18.02 All work performed in excess of forty (40) straight time hours in any one (1) week will be deemed overtime, and will be paid for at the rate of time and one-half (1 1/2).
- 18.03 The rate of pay for overtime work will be the established rate for the job, including shift differential, regardless of the classification of the employee working on the job.
- 18.04 Time and one-half (1 1/2) the rate of job performed, including shift differential, will be paid for all hours of work performed on Saturday.

- 18.05 Double (2 times) the rate of the job performed, including shift differential, will be paid for all hours of work performed on Sunday and paid holidays as outlined in this agreement.
- 18.06 There will be no pyramiding of overtime or premium rates.
- 18.07 All overtime will be compensated in monies. Employees shall be permitted to bank overtime and shall notify the company prior to the overtime being worked of the intention to bank. An employee shall schedule his banked day or days off by mutual agreement with the company. Employees may take time off or cash out a portion or all of the bank at anytime, at the rate of pay at which it was earned. An employee shall not be permitted to accrue a bank of more than the equivalent of forty (40) straight time hours. Requests for payout of banked time will be paid on the period subsequent to the pay period in which the request was made. All unused banked hours shall be paid out each December in the pay period prior to Christmas.
- 18.08 Any employees who are required to work Saturday on any paid holiday weekend, will be paid two times (2 times) the employees' hourly rate of pay plus shift differential for each hour worked.
- 18.09 The company will make every effort to keep overtime to a minimum, but because of unavoidable breakdowns, absenteeism, sickness, etc., some overtime will occur; however, if it becomes unreasonable or continuous the employee will have the right of refusal if asked to work more than two (2) hours after a regular shift, or after eight (8) hours on one (1) of his days off.

ARTICLE 19 - OVERTIME DISTRIBUTION

- 19.01 **OVERTIME WORK** The daily or weekly overtime work will be offered first to the man on the job, on the shift where the overtime occurs. In a case where the said employee is unable to accept the overtime, he will be excused from such overtime. The overtime then shall be offered to the most senior and qualified employee on the shift where the overtime occurs. Should all senior qualified employees refuse the said overtime, the least senior qualified employee on this shift will be required to work the overtime.
- 19.02 In the case of warehouse overtime, the overtime will be offered first to the man who normally performs the work and if offered overtime is refused, it will then be offered to the other workers who perform warehouse work and possess the necessary qualifications and is on the same shift on a regular basis (ie: bulk loader, warehouse production lead, warehouse man, packer, retail shipper receiver). If the overtime is still not accepted, it will then be offered to the most senior employee who has the necessary qualifications to perform the work necessary in the bargaining unit on the shift. Should all senior qualified employees refuse the said overtime, the least senior qualified employee on this shift will be required to work the overtime.
- 19.03 Errors in the application of the provisions of this Article shall be remedied as follows: the affected employee shall be paid for the missed time at the appropriate rate.
- 19.04 All overtime that occurs on weekends will be offered first to

the most senior employee in the plant who normally performs the job regardless of the shift they usually work. If they refuse the overtime, it will then be offered to the second most senior employee in the plant who normally perform the job regardless of the shift they usually work, and so on.

If those employees refuse the overtime, it will then be offered by plant seniority to those who possess the necessary qualifications to perform the job.

Should all senior qualified employees refuse the overtime, the least senior qualified employee will be required to work the overtime, regardless of the shift they usually work. In short, weekend overtime will be offered by seniority, not by shift.

* Holidays that fall during the week will be worked and paid the same way as overtime work on the week-ends in 19.04 above, (exception 23.07).

19.05 An overtime list for weekends will be posted by Wednesday of any week and will be taken down by (eight) 8:00 am Friday. If the employee has not signed the list by then the employee will not be considered for weekend overtime. If this list is exhausted, overtime will be distributed by seniority.

ARTICLE 20 - REPORTING PAY

20.01 Any employee scheduled and reporting for work shall receive not less than four (4) hours' work or four (4) hours' pay at the appropriate rate, provided he is present, ready, willing and able to work four (4) hours. If he should leave of his own accord or because of illness, the four (4) hour rule will not

apply.

- 20.02 Employees will receive as much notice as possible in the event that there is no work available. This reporting pay provision does not apply if the lack of work is due to causes beyond the company's control, such as: fire, power failure, Acts of God, and the employee has received reasonable amount of notice not to report for work.

ARTICLE 21 - CALL-IN PAY

- 21.01 An employee called in less than four (4) hours before his regular shift begins, will receive one and one-half (1 1/2) times his normal hourly rate for the balance of time worked between call-in and regular shift time regardless of the number of hours worked.

ARTICLE 22 - CALL-BACK PAY

- 22.01 An employee called back to work after he has clocked out will be entitled to the hours worked at the appropriate overtime rate, if applicable, or four (4) hours paid at his regular rate, whichever is most advantageous to him.

ARTICLE 23 - HOLIDAYS AND HOLIDAY PAY

- 23.01 The employer agrees to grant the following paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Labour Day	2 Floating Holidays *

* In the event the Federal Government declares a new Statutory Holiday, it shall be included in the agreement and the floating holiday will be reduced by one (1) day.

* New employees shall have their floating holidays prorated. An employee starting work between January 1st and April 30th shall be entitled to two (2) floating holidays. An employee commencing work between May 1st and August 31st, shall be entitled to one (1) floating holiday. An employee starting after August 31st, shall be entitled to two(2) floating holidays in the following calendar year.

23.02 Employees shall receive one (1) day's pay for each holiday. An employee who works on a holiday shall be paid for that day at the rate of double his regular rate of pay, for all hours worked. This is in addition to the regular holiday pay.

23.03 If any of the above holidays fall on an employee's scheduled day off, he shall receive another day off with pay, at a time selected by the employee.

23.04 To be eligible for the above paid holidays, the employee must have worked his last scheduled shift before the holiday and the next scheduled shift after the holiday, unless management agrees to waive the above provision, the employee has a certified sickness, or the employee is on an approved leave of absence for a duration of one (1) week or less. If however, he is collecting group insurance benefits, this would make the employee ineligible.

23.05 If any of the above holidays fall during an employee's vacation he shall receive another days' vacation or another day off with

pay at a time selected by the employee.

23.06 In determining when an employee is to take the floating holidays or other days referred to in Article 23.03 or Article 23.05, his wishes will be followed wherever possible, subject however to management needs to keep the work scheduled in an efficient manner.

23.07 Holidays that fall during the week will be worked and paid the same as overtime work on the week-ends as in 19.04. The exception to this rule is when there will be 24 hours of production on the holiday and all shifts will be working.

ARTICLE 24 - VACATIONS

24.01 The following are the basis upon which vacations are earned through employment with the company:

<u>YEARS OF SERVICE</u>	<u>VACATION ALLOWED</u>	<u>COMPENSATION</u>
Less than 1 year	1 day for each month of service prior to January first up to a maximum of ten (10) days	4% of wages earned during period of eligibility
1 year	2 weeks	4% of wages earned during year of eligibility
5 years	3 weeks	6% of wages earned during year of eligibility

13 years 4 weeks 8% of wages earned during
year of eligibility

20 years 5 weeks 10% of wages earned during
year of eligibility

24.02 In determining the amount of compensation due, wages earned prior to January 1st will be used for new employees and, thereafter, the year of eligibility will run from January 1st to the following January 1st.

24.03 Management reserves to itself the right to split the vacations of employees with five (5) or more years' of service, if necessary.

24.04 In scheduling vacations, the company will give consideration to the needs of production and the seniority and desires of employees. Where vacation relief help is required, it may be necessary to schedule all vacations in the summer months when such relief help is available.

24.05 Vacations must be taken during the twelve (12) months between January 1st and December 31st of the same year. In the event the company requests an employee to change his scheduled vacation the employee may carry over that portion of his unused vacation entitlement until March 31st of the following year.

24.06 A vacation schedule will be posted by February 1st, and remain posted until April 1st. The plant manager will approve requested time and any approved time shall not be changed without the mutual consent of the employees and management.

- 24.07 Vacation pay will be paid on a separate cheque and amount paid will be equal to the amount of vacation taken.
- 24.08 A schedule for Dec., Jan., Feb., and March will be posted by November 1st of each year, and then approved by Dec. 1st of each year to cover the above.
- 24.09 The week from Christmas to New Year's will be opened for vacation to two (2) employees. It will be offered by seniority, starting with the most senior. An employee will only be offered this time period once and will not have another opportunity in subsequent years until it is offered through the entire membership.
- 24.10 During the summer vacation months three (3) employees will be allowed to take vacation at one time. One of these employees will be an operator and the other two will come from the general population of the employees. For clarity one operator at a time may be off unless more is given permission to be off by the company.

ARTICLE 25 - LEAVE OF ABSENCE

- 25.01 For the purposes of this Article, a leave of absence is defined as an unpaid absence from work which is requested in writing from the employee and approved by the company. The granting or disallowance of requests for leave of absence and the duration of same shall be left to the discretion of the company. The company will attempt to accommodate the employee's request.
- 25.02 A request for a leave of absence shall be submitted in writing

to the production manager or his designated representative at least ten (10) working days prior to the date the leave is to become effective.

- 25.03 The company will notify the union in writing of the name of any person granted a leave of absence of a week or more, together with the reasons for granting such leave and the length of the leave granted.
- 25.04 When the company grants union leave to employees for the purpose of union business, such leave will not result in loss of seniority or benefits. The company agrees to pay the employees lost wages and bill the union.
- 25.05 **PARENTAL LEAVE** Parental leave shall be as set out in the Canada Labour Code.
- 25.06 All employees who have passed probation shall be entitled to five (5) full paid sick days per year. New employees with less than one (1) year of service shall have their sick leave reduced proportionally. Unused sick leave shall not be carried over to the following calendar year nor paid out.

ARTICLE 26 - COMPASSIONATE LEAVE

- 26.01 A regular employee is entitled to compassionate leave with pay at the time of death of a member of his immediate family, within the following limits:
- (A) 5 days - spouse, child, father, mother;
 - (B) 3 days - brother, sister, grandchild, mother-in-law, father-in-law;
 - (C) 1 day - grandparent, sister-in-law, brother-in-law.
- 26.02 Should a grandparent or guardian fill the role of parent of the employee, (this would apply to an individual who was raised as a child up to the legal age by one of the above), Article 26.01(A) would apply.
- 26.03 Relatives, as noted above, include persons who are related to the employee by marriage, adoption, or common-law.
- 26.04 Individual requests for personal leaves of absence will be considered on their merits by the manager or his appointee.
- 26.05 When an employee exercises his rights under the Compassionate Leave provisions of this Article, he will receive eight (8) hours pay plus shift premium for each day of regular work missed. Eligible days' leave will be completed not later than two (2) days following the day of the funeral and one (1) of the days has to be the day of the funeral. Employees who are on vacation, layoff, sick or disability leave, or personal time off will not be entitled to his leave.

ARTICLE 27 - JURY DUTY

27.01 Any employee called for jury duty shall be reimbursed by the company for the difference between jury fees and any straight time wages he would otherwise have received (not in excess of eight (8) hours per day or forty (40) hours per week), for the actual time he is necessarily required to be absent from work. As soon as the employee is released from jury duty, he must call his supervisor for instructions on reporting for work.

ARTICLE 28 - LEAVE OF ABSENCE - NEGOTIATING TEAM

28.01 It is agreed that the negotiating committee for the renewal, renegotiation or extension of this agreement may include up to two (2) members in the bargaining unit and who are employees of the company.

28.02 Members of the negotiating committee shall not suffer any loss in regular pay for time spent attending negotiating meetings with the company (up to two (2) days at the applicable rate of pay plus shift premium per member).

ARTICLE 29 - WAGES

29.01 A schedule of wage rates shall be attached to this agreement in the form of "Appendix 1" and shall be part of this agreement.

29.02 **WAGE CONTINUANCE PLAN** - An employee from the date of an injury or illness will be eligible, if requested, for a wage continuance of 66 2/3% of regular wages after deductions up to a maximum of six (6) weeks. This will be re-paid from the

proceeds of the first payment of benefits from the Group Insurance Plan or Workers' Compensation or within thirty (30) days of the six (6) week period under any other circumstances.

ARTICLE 30 - SAFETY

- 30.01 Both parties recognize the great importance of maintaining a safe and efficient practice in the plant. It is agreed that all employees will be alert to any conditions which may cause accidents or injury, and are duty bound to report such conditions immediately to management. It is agreed that the present safety committee will continue to function monthly during the life of this agreement, in accordance with the established procedure of the committee. Employees who are required by management to attend to safety meetings shall be paid the applicable rate for the time spent at such meetings.
- 30.02 The safety committee shall consist of two (2) elected union employees and two (2) company employees. The full time union representative may attend at the safety meetings if deemed necessary by the company or the union. All minutes from the safety meetings shall be posted in the lunch room and provided to the union steward if requested. In the event that meetings are not held monthly the company or the union may request such meeting.
- 30.03 The company's first priority is employee safety and to this end will ensure that there will be two (2) employees in the plant while it is operating.
However, it is agreed that both employees may not be union employees and it is further agreed that if one (1) of these employees is a management or salaried employee, he will not

perform bargaining unit work.

ARTICLE 31 - GENERAL MATTERS

31.01 **CLOTHING ALLOWANCE**

Each year in September, each regular employee who works on average twenty-four (24) hours or more a week shall receive a clothing/safety boot allowance of \$300.00. If employees do not need a pair of boots, they may trade them for more pants, jackets, shirts or coveralls or vice-versa depending on the needs of the employee. Decisions as to what is purchased will have to be done in the month of September. Maintenance personnel will have this clothing/boot allowance increased by one hundred dollars (\$100.00). Clothing choices shall be at cost. Each employee will receive four (4) pairs of gloves per year of the CBA, paid for by the company. The type of glove will be chosen by the company.

31.02 **EMPLOYEE DISCOUNT**

The employee discount is as follows on items purchased at the company's location:

10% on non-feed items

5% on feed items

31.03 **REGISTERED RETIREMENT SAVINGS PLAN**

The company agrees to set up a group Registered Retirement Savings Plan (R.R.S.P.) and to deduct and remit employee contributions.

31.04 **GROUP INSURANCE PLAN**

Each employee will pay his own weekly indemnity and long term disability premiums as charged by the company group insurance plan. This amount is to be deducted from each pay weekly. The

company shall continue the practice of paying one hundred percent (100%) of each employees Blue Cross medical coverage.

ARTICLE 32 - DURATION OF AGREEMENT

32.01 This agreement shall remain in effect for five (5) years from expiration up to and including December 31, 2021 and shall continue automatically thereafter during periods of one year each, unless either party notifies the other between the 60th day and the 30th day prior to the expiration date, by written notice, that it wishes to terminate or to amend this agreement or to negotiate a new one.

ARTICLE 33 - SEVERANCE

33.01 Where the company terminates the employment of an employee who has completed twelve (12) consecutive months service or more and the termination was not a dismissal for cause, the company shall pay the employee one (1) weeks pay at his current rate for each of the first ten (10) years of service and two (2) weeks for each full year of service beyond ten (10) years to a maximum of twenty-six (26) weeks.

33.02 An employee who would qualify under the above except that he is laid off rather than having his employment terminated, will qualify once his seniority rights expire.

33.03 Without limiting the foregoing it is understood that severance allowance will be paid where termination results from technological change, automation, reorganization or other reason beyond the control of the employee.

Likewise, it is understood that the severance allowance will not be paid when an employee:

- a) resigns
- b) is dismissed for just cause and this is not reversed through the grievance procedure
- c) retires

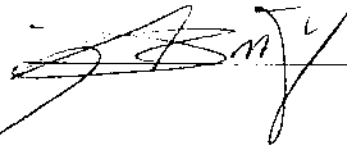
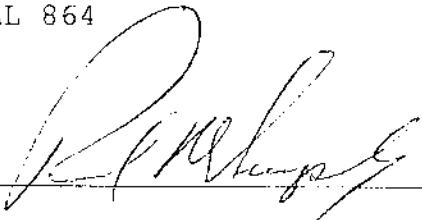
IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND SIGNED THIS AGREEMENT
THE 21st DAY OF March, 2017.

FOR

FOR

UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 864

CLARENCE FARM SERVICES LTD.



APPENDIX "1" - SCHEDULE OF WAGES

Newly hired employees, after completing the probationary period, will be paid \$2.00 below the top rate for the first 12 months from date of becoming union member. These employees will be paid \$1.00 below top rate for the second 12 month period, after which the employees will be paid full rate. These employees will receive all general increases as well.

Effective March 11, 2016 the Maintenance Rates shall be amended as follows:

Maintenance A - \$21.75/hr
Maintenance B - \$20.75/hr

SHIFT PREMIUM EVENING .60 CENTS
 NIGHT .70 CENTS

LEADMAN DIFFERENTIALS PRODUCTION .85 CENTS
 MAINTENANCE .85 CENTS

EVENING, NIGHT and LEAD DIFFERENTIALS

January 1, 2019 - \$0.15/hr increase

EFFECTIVE

<u>JOB CLASSIFICATION</u>	<u>Jan 1/17</u>	<u>Jan 1/18</u>	<u>Jan 1/19</u>	<u>Jan 1/20</u>	<u>Jan 1/21</u>
MAINTENANCE A	22.05	22.30	22.55	22.85	23.20
MAINTENANCE B	21.05	21.30	21.55	21.85	22.20
MAINTENANCE C	18.75	19.00	19.25	19.55	19.90
MIXER OPERATOR	18.90	19.15	19.40	19.70	20.05
MICRO OPERATOR	18.90	19.15	19.40	19.70	20.05
PELLET OPERATOR	18.80	19.05	19.30	19.60	19.95
BULK LOADER/WAREHOUSEMAN	18.50	18.75	19.00	19.30	19.65
CLEANER	18.50	18.75	19.00	19.30	19.65
WAREHOUSE PERSON	18.50	18.75	19.00	19.30	19.65
PACKER/WAREHOUSEMAN	18.50	18.75	19.00	19.30	19.65
RETAIL/SHIPPER	18.50	18.75	19.00	19.30	19.65
RECEIVER/WAREHOUSEMAN	18.50	18.75	19.00	19.30	19.65

LETTER OF INTENT - RETAIL/MILL MERGER

The union and the company both realize that customer satisfaction and good customer relations are of the utmost importance to the survival of the company. Therefore retail personnel will have the option to enter the warehouse to service a customer provided that there are no members of the bargaining unit readily available. The following are the terms and conditions of the Retail/Mill Merger that will occur effective August 31, 1988:

- The new job classification of Retail Shipper/Receiver will be created.

RETAIL SHIPPER/RECEIVER JOB DESCRIPTION

PRIMARY RESPONSIBILITIES

- Loading retail customers' vehicles
- Loading salesmen's vehicles
- Co-ordinating all shipments of a retail nature to other Clarence Farm Services branches.
- Obtaining and processing proper documentation before loading any of the above vehicles
- Handling all in-coming shipments for the retail store
- Maintaining orderly files on in-coming shipments, and obtaining and processing documentation associated with those shipments
- Work closely with Accounts Payable Manager in order to facilitate the payment process to the supplier
- Transferring inventory from the warehouse floor to the retail selling area and other warehouse duties as needed

The first priority of this position is generally to service and maintain good relations with the retail customer.

LEAD HAND RESPONSIBILITIES

- Receive orders from production manager for the shift he is working and ensure other shift workers are carrying out their duties in a proper and efficient manner to accomplish the work assigned. In the absence of the production manager the lead hand will perform production line up duties, which would include proper and efficient sequencing of production, communicating with customer service, buyer, quality control manager and transportation companies as required to maintain the highest level of production and organized shipping.

- Aim toward and achieve maximum production as well as instil among his co-workers this same desire for maximum individual productivity.

- Report to production manager any required maintenance or repairs which has come to his attention, using the mill repair book to document the concern or arrange for any repairs which require immediate attention either by utilizing maintenance staff on the shift or arranging with off duty maintenance staff or contacting production manager to help bring the mill back to production.

- Ensure his shift is aware of management concerns as posted from time to time and implement procedures recommended in these postings re: housekeeping, security, quality control, safety etc.

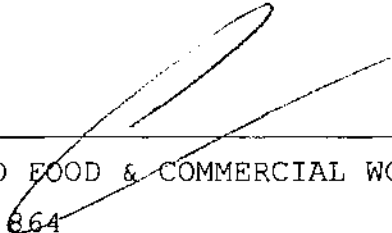
- Act as an example in his own job and promote a sense of pride and worker harmony within and outside his shift as it pertains to shift change.

- No lead hand shall hire, layoff, suspend, discharge or exercise other discipline or have power of effective recommendation. A lead hand must be prepared to correct an employee who is performing a normal job function in an improper or unsafe manner, and must report this to his supervisor for follow up. A lead hand should also report any concerns he has with employees on their shift in conjunction with a supervisor. He must also report any concerns that arise with customers, dealers, trucking companies, on site contractors or trespassers.


- The company reserves the right to evaluate the performance of lead hands in fulfilment of the duties listed above. Performance issues will be addresses on an "as-required basis" with a formal review once every six (6) months or as required.

LETTER OF INTENT - RE: ARTICLE 15.03

If, in the future, it becomes necessary to review the hours of work (Article 15.03), the company will notify the union in advance to select dates so both parties can meet to discuss the issues.



UNITED FOOD & COMMERCIAL WORKERS
LOCAL 864



CLARENCE FARM SERVICES LIMITED

LETTER OF INTENT - CROSS TRAINING

A Cross Training Program will be implemented to encourage interested employees to gain familiarity with other aspects of mill operations while under the guidance of an experienced operator.

Although the completion of this program will not necessarily result in the employee becoming qualified to operate equipment unsupervised, it will provide insights into the complexities of other job positions, as well as a head start in the qualifying process. As in the past, management retains the right to make final determination as to whether an individual is qualified to operate specific equipment unsupervised. Any employee, of course, retains the right to grieve any decision in regard to the evaluation process.

Any employee who accepts cross training on equipment other than his own job, maybe required to work in the new job after training is complete.

Any employee will be required to work on eight (8) hour shift in a six (6) month period to stay certified on a piece of equipment.

Highlights of the Cross Training Program are listed below:

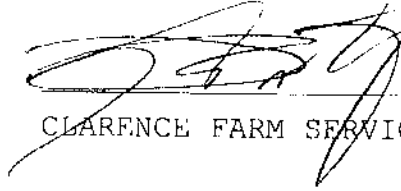
- 1) Mill Manager will accept applications twice per year, times of which will be announced.
- 2) Positions to be applied for are limited to operator positions: ie: mixer, micro and pellet.
- 3) The program will consist of 10 working days in 5 day blocks, where possible.

- 4) Priority will be given to senior and first time applicants.
- 5) Applicants must be prepared to move to another shift during the training period.
- 6) Successful applicants will be paid their regular wage, plus shift differential if any during the training period.

Upon completion of the first Cross Training session, management and union will evaluate its performance and agree to meet and discuss possible changes which may improve the effectiveness of the program.



UNITED FOOD & COMMERCIAL WORKERS
LOCAL 864



CLARENCE FARM SERVICES LIMITED

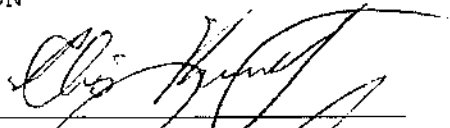
LETTER OF AGREEMENT
Pension Plan

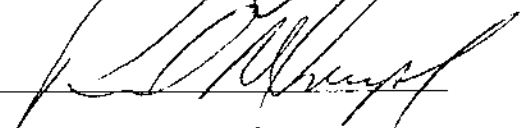
Contributions to CCWIPP Pension Plan are to continue as per the prior contract until the end date below.

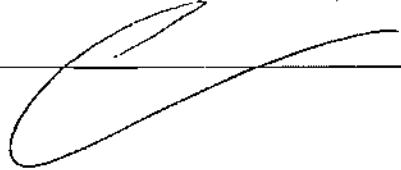
Participation in C.C.W.I.P.P shall end as of April 1, 2017.

Effective April 2, 2017 the Employer shall contribute \$1.50/hr for each employee to a Defined Contribution Registered Pension Plan. The \$1.50/hr shall be paid on: all regular hours of work; paid sick leave; paid statutory holidays; and paid vacation hours. The \$1.50 is not applicable to overtime hours.

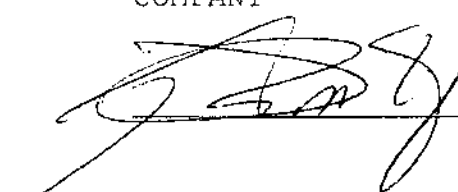
UNION







COMPANY



LETTER OF INTENT

Christmas and New Years Eve - Company to meet with affected employees to decide an appropriate schedule. A letter of agreement will be signed each year prior to the holidays between the Company and the Union as to what this schedule will be.

Letter of Understanding
Clothing Orders

A posting for clothing orders shall be done each year by August 31st. The posting shall include each employees name and the options available for clothing items. The list shall be posted for 14 days.

Orders shall be placed immediately following the close of the posting with a goal of having items distributed by October 15.

Letter of Understanding
Labour Management Committee

The parties agree to establish Labour Management Committee to discuss morale issues within 60 days of ratification. The Union shall be entitled to equal representation to the number of management representatives. The parties shall utilize the Federal Mediation and Conciliation Service to assist in establishing and training the committee.

Letter of Understanding
Vacation

The following employees shall continue to receive vacation at the rate of six (6) weeks (12% of earnings):

- 1.
- 2.
- 3.
- 4.

The following employees commence earning vacation at the rate of six (6) weeks (12% of earnings) following twenty-eight (28) years' service:

- 1.
- 2.
- 3.
- 4.
- 5.