

COLLECTIVE AGREEMENT

Between



**FLEISCHMANN'S YEAST
CALGARY**

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 955**



Effective:

May 1st, 2018 to December 31st, 2022

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COLLECTIVE AGREEMENT

Between

AB MAURI (Canada) LIMITED
operating as FLEISCHMANN'S YEAST,
located in the City of Calgary, Alberta

(hereinafter referred to as the Employer)

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955

(hereinafter referred to as the Union)

ARTICLE 1.00 - PURPOSE

- 1.01 It is the intent of this Collective Agreement to maintain a harmonious relationship between the Employer and the employees, to provide an amicable method of settling grievances which may possibly arise, as well as to set forth conditions of employment, hourly rates of pay and hours of work to be observed between the parties hereto.

ARTICLE 2.00 - UNION RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for all of its employees as outlined in Schedules "A", "A-1", "A-2" and "B" with respect to the objects mentioned in the "Purpose" clause of this Collective Agreement.
- 2.02 The Union agrees that it will cooperate with the Employer and support the Employer's efforts to assure a fair day's work on the part of its members. It further agrees that its members will abide by the Rules of the Employer in its efforts to prevent accidents, eliminate waste in production, conserve materials, supplies and improve the quality of workmanship.
- 2.03 Union business shall not take place during employees' working hours and/or on the Employer's premises without special permission from the Employer. During the employees' normal working hours the Job Steward shall be allowed reasonable time to discuss grievances with the Employer and shall suffer no loss of pay should this discussion take place during the Job Steward's scheduled shift. Such absences from duty are subject to approval by the Employer.

ARTICLE 3.00 - UNION SECURITY

- 3.01 It is agreed that all employees covered by this Collective Agreement shall become members of the Union within thirty (30) days, and remain members in good standing to the extent of paying union dues as a condition of employment.

- 3.02 The Employer agrees to deduct monthly dues from employees who work forty-eight (48) or more hours in a calendar month, and shall remit same, together with a list of the employees from whom the deductions have been made, to the Union before the fifteenth (15th) of the month following.

ARTICLE 4.00 - DEFINITIONS

- 4.01 Whenever the singular or masculine content is used, it should be considered to be the plural or feminine where the context of the party or parties to the Collective Agreement requires.
- 4.02 Lead Hand; will play the lead role in carrying out directions from the Employer's designate to the employees working within the Maintenance Department; this position will not have the authority to hire, fire or discipline other employees within the bargaining unit. The Employer shall have the exclusive right to select from the employees within the bargaining unit for this position.

ARTICLE 5.00 - MANAGEMENT

- 5.01 The Management of the business of the Employer and the direction of its working force, including the right to hire, discharge or discipline for cause and to maintain discipline and efficiency among its employees (EXAMPLE: The Employer may direct employees with knowledge and experience of the Calgary plant and the Employer's operating practices to assist with the training of employees) is the responsibility of the Employer, except that Union members shall not be discriminated against as such. The type of products to be manufactured and distributed, the schedule and quantity, the method of assembly and delivery are the prerogative of the Employer.
- 5.02 The Employer shall not cause or permit outside contractors, or other persons not covered by this Collective Agreement, including supervisory personnel and salary paid employees, to enter in or upon the plant premises and there perform the work customarily performed by the employees in the bargaining unit, except in the case of:
- (a) Production difficulties encountered on the job, provided the employee is present while the difficulty is being corrected, except in the cases of repair. (It was agreed that a supervisor, or trouble-shooter from the supplier of the equipment, or from another Employer location, would be permitted to adjust the equipment provided the employee was present to observe what adjustments are being made so that in future the employee would be able to make the adjustments them self. It was also agreed that in cases of repair to equipment, the employee need not be present and could be transferred to another operation.)
 - (b) Emergency. The term "emergency" shall mean acts of God or unanticipated conditions created by mechanical or human failures where immediate action is necessary to prevent the spoilage or loss of product or danger to persons or property. ("Mechanical" means mechanical in its broadest sense i.e. - electrical failure, pipeline ruptures, etc.)

- (c) Instructions or training of an employee on the job.
- (d) Quality and quality control, experimental, developmental or other research work. (When new equipment is installed, or changes are made in the process or products, it is frequently necessary to operate at less than the designed capacity of the equipment to familiarize all personnel and to eliminate production bugs. In these circumstances, on occasion, it will be necessary for the supervisor or supplier to operate the equipment when bargaining unit employees are not present or to adjust the equipment to attain the designed quality and quantity.) (Another situation occurs when experimental, developmental and other research work is being performed either at the plant or at the equipment supplier's plant and by its very nature a certain amount of saleable production is obtained. On occasion, during regular operation of equipment, normal standards must be attained and a supervisor may have to make immediate adjustments, i.e. - yeast pounds not sealed, etc.)

It was agreed that these types of production are permitted, without the bargaining unit employees, in some instances, being present but would cease when the equipment is operating satisfactorily.

- (e) Audit
- (f) Unforeseen lateness or absenteeism - Not to exceed one (1) day. The above will not apply when a member of the bargaining unit capable of doing the work is available.
- (g) The Employer and the Union recognize that supervisory employees may:
 1. Check the progress of a process.
 2. Molasses handling - stop molasses pump at end of week.
 3. Miscellaneous incidentals performed by the Supervisor.

(It is not the intention of Clause 5.02 to prohibit the entry of any and all outside contractors on the Plant site and hence - reference is made to "**work customarily performed by employees in the bargaining unit.**" In the event that the present work force cannot handle a project because of heavy work load, (i.e. - construction of yeast cold room) or where the scope of project is too large to be handled by bargaining unit employees - (i.e. - painting of the molasses tanks, construction of new facilities or replacing piping or when special skills or equipment are required or within required time limits) the Employer shall have the right to call in outside contractors.)

ARTICLE 6.00 - STRIKES AND LOCKOUTS

- 6.01 There shall be no strike, lockout, or stoppages of work on the part of the Union or the Employer during the life of this Collective Agreement or during negotiations or mediations, in accordance with the *Labour Relation Code* in the Province of Alberta.

ARTICLE 7.00 - DISCRIMINATION

- 7.01 The Employer shall not discriminate against the Union, Job Steward or any member of the Union, and the Union shall not discriminate against the Employer, or any representative of the Employer.
- 7.02 The Union and the Employer recognize the significant impact of harassment in the workplace, and will work to eliminate discriminatory practices by promoting awareness, appreciation, and respect through their Harassment Policies.
- 7.03 All cases of harassment in the workplace will be investigated and may result in corrective action or discharge of the affected employee(s).

ARTICLE 8.00 - PROBATIONARY EMPLOYEES

- 8.01 All newly-hired employees who are employed in any of the classifications set out in this Collective Agreement shall be deemed to be on probation for a period of eighteen (18) consecutive weeks of employment satisfactory to the Employer.

During such probationary period, an employee may be terminated, without notice, at any time; and any such termination shall not be made the subject of a grievance.

Any employee retained in the Employer's employ beyond the probationary period shall be considered to be a regular employee and shall establish Seniority Rights in accordance with the provisions of Article 16.00 of this Collective Agreement.

ARTICLE 9.00 - LAYOFF AND RECALL

- 9.01 In case it becomes necessary to reduce the working force, the layoff shall be confined to the classification affected and the factors to be taken into account by the Employer in determining which employees are to be laid off within that classification shall be qualifications, skills, and ability, and, where these factors are relatively equal, seniority shall prevail. Where positions under the scope of this Collective Agreement are affected, the Employer will give first consideration to placing affected employees in other suitable vacant positions within the Employer's premises.
- 9.02 Other than the continuance of certain benefits as may be arranged, and the retention of seniority held at the time of layoff, an employee's rights while on layoff shall be limited to the right of recall only.
- 9.03 Right to recall for a vacancy in the laid-off employee's classification shall extend for a period of time equal to one-half (½) of that employee's length of service or six (6) months, whichever is the lesser. For employees with five (5) years of service or more, the employee's right to recall shall be for a period of twelve (12) months.
- 9.04 Recall shall be on the basis of seniority provided that the laid-off employee has the qualifications, skills and ability to perform the required job.
- 9.05 The method of recall shall be by telephone and/or email. If contact with the employee is not accomplished, a registered letter shall be sent to the employee's last known

place of residence. The employee so notified will return to work as soon as possible, but not later than five (5) days following the date of the telephone and/or email contact, or the date of delivery of the letter.

- 9.06 Employees who have attained seniority rights shall be given notice of layoff on the basis of one (1) working days' notice or pay in lieu thereof for each completed year of service to a maximum of fifteen (15) working days, but with a minimum of two (2) working days. Employees who are laid off shall be entitled to the weekly guarantee in the week in which the notice expires. But, if the notice extends beyond the employee's current work week, the Employer shall have the option to pay the employees an amount equivalent to the number of days remaining to complete the notice beyond the first week.
- 9.07 The provisions of Clause 9.06 may be invoked only once in a period of twelve (12) consecutive months. On subsequent layoffs within the twelve (12) month period, employees shall be entitled to two (2) working days' notice and the guarantee as set out in Article 17.00 "Guaranteed Hours", in the week in which such notice expires.
- 9.08 In the event of closure of the plant or part of the plant due to acts of God, public enemy, war, disaster, or any other event of a similar nature and beyond the control of the Employer Clause 9.06 shall not apply, but the minimum notice or pay in lieu thereof for employees shall be three (3) days or the number of days remaining in the guarantee week, whichever is the lesser.
- 9.09 The Employer shall notify the Job Steward in advance or at least on the day on which the employee is given notice of layoff.
- 9.10 The provisions of this Article do not apply to probationary, part-time or casual employees.

ARTICLE 10.00 - MEAL ALLOWANCE

- 10.01 An employee, who is required to perform overtime work in conjunction with their regular shift of a duration greater than two (2) hours, shall be supplied with a payment of fifteen dollars (\$15.00).

ARTICLE 11.00 - REST PERIODS

- 11.01 There shall be for all employees not engaged in continuous shift work, two (2) rest periods per day of fifteen (15) minutes each; one in each half ($\frac{1}{2}$) of their working day. It is understood that for employees engaged in continuous shift work it is impractical to schedule rest periods but the present practice shall continue. All employees not engaged in continuous shift work shall be allowed ten (10) minutes before regular quitting time to wash up and change clothes and five (5) minutes before regular quitting time to wash up before lunch. The Union agrees that these are privileges and should not be abused.

ARTICLE 12.00 - SHIFT CHANGES

- 12.01 Employees will not be required to change from one (1) shift to another without at least twenty-four (24) hours' notice. If a schedule is changed without sufficient notice, the employee will be paid one and one-half (1½) times the employee's regular hourly rate for all hours worked outside the previous schedule until the expiry of the required notice. This Clause shall not apply to employees classified as "Relief Men", when engaged in a "relief position".
- 12.02 If an employee has not been given twenty-four (24) hours' notice, and is instructed to report earlier or later than the employee's regular scheduled starting time, the employee shall be paid as follows:
- (a) **EARLY START** - If the employee is instructed to report earlier than their regular starting time, the employee shall be paid time and one-half (1½ x) their regular hourly rate of pay for any hours worked before their regular starting time.
 - (b) **LATE START** - If the employee is instructed to report later than their regular starting time, the employee shall be paid time and one-half (1½ x) their regular hourly rate of pay for any hours worked after the employees regular quitting time.
- 12.03 If an employee requests a change in shift and this is granted the employee shall not qualify for premium pay as provided in Clauses 12.01 or 12.02 of this Article.
- 12.04 Two (2) employees requesting mutual temporary shift changes for personal reasons may do so with the approval of the Plant Manager; however, it is understood that any such changes will be paid for at the employee's regular hourly rate of pay. The job steward shall be informed of the mutual shift change.

ARTICLE 13.00 - MINIMUM RECOMPENSE

- 13.01 No employee shall be called in for less than four (4) hours work or pay in lieu of work.
- 13.02 An employee who is especially called into work in any emergency outside of their normal working hours shall be through when the emergency is over, but shall nevertheless receive a minimum of four (4) hours pay at the employee's regular hourly rate of pay or applicable premium rate for the time worked, whichever is greater.
- 13.03 An employee shall not be required to bank any overtime hours worked for the purposes mentioned above, for time off in lieu of.

ARTICLE 14.00 - PART-TIME AND CASUAL EMPLOYEES

- 14.01 Part-Time employees as referred to in this Collective Agreement shall mean Block Machine Operators and Packers. All work performed on normal shifts should be shared equally.

- 14.02 Casual employees as referred to in this Collective Agreement shall mean persons hired for vacation relief or anyone hired as a summer student. Casual employees shall not establish seniority rights as provided in this Collective Agreement, and may be terminated from employment at any time without advance notice.
- 14.03 Part-Time or Casual employees will not be used where it is practical to employ Full-Time employees.
- 14.04 Part-Time employees shall receive pay for General Holidays on the basis of one thirty-second (1/32nd) of the General Holiday Pay for each hour worked in the week in which the General Holiday occurs.
- 14.05 Part-Time employees or Casual employees shall receive vacation pay in accordance with Article 23:00 of the Collective Agreement.
- 14.06 Part-Time employees will be given twelve (12) hours' notice in the event there is a change in their work schedule, or a minimum of four (4) hours work at the applicable hourly rate of pay.

ARTICLE 15.00 - SEVERANCE PAY

- 15.01 Employees permanently laid off for lack of work due to technological improvements or changes in production methods or processes including the method of shipping, receiving or handling of materials or products, the closing of a department or plant are entitled to a severance allowance in accordance with the following conditions. A permanent layoff within the meaning of this section is a layoff that is expected to last for a period of at least twelve (12) months or longer.
- 15.02 The Employer shall advise the Union as much in advance as possible, but not less than one (1) month, if a permanent layoff as provided in Clause 15.01 is to take place.
- 15.03 An employee shall have the option to be paid the total amount of their severance allowance in a lump sum on the date of separation or by instalments as provided in Clause 15.04, but in both cases the employee shall cease to be an employee of the Employer. If rehired, the employee shall be considered a new employee under the provisions of the Collective Agreement.
- 15.04 An employee shall have the option to be paid two (2) weeks of severance pay in one (1) lump sum at the time of layoff and thereafter in weekly instalments until the total sum is exhausted. This pay out shall be at the employee's normal classification regular hourly rate of pay. In the event of death of an employee, any unpaid balance shall be paid to the employee's estate.
- 15.05 Any employee may at any time during the layoff take their severance allowance or continue in such status until the employee's seniority is lost under the Collective Agreement and then take their severance pay.

15.06 Severance payment shall not be made:

- (a) to employees who have less than one (1) year continuous service;
- (b) to employees who are temporarily laid off due to fluctuation of volume of business;
- (c) to employees who are discharged for just cause;
- (d) to employees who voluntarily resign;
- (e) to employees who are retired on pension;
- (f) in the event of closing due to acts of God, public enemy, war, disaster, or any other event of similar nature and beyond the control of the Employer.

15.07 Severance pay shall be paid at a rate of one and one-half (1½) weeks per year of completed service to a maximum of forty (40) weeks.

15.08 The weeks of severance allowance plus earned vacation will not exceed the number of weeks remaining to the employee's normal retirement date.

15.09 In order to qualify for severance pay, the employee shall continue to work in a satisfactory manner to the day of severance.

ARTICLE 16.00 - SENIORITY

16.01 "Seniority" is the total length of employment with the Employer calculated from the last date of hire.

16.02 In the event that an employee is transferred from the Bargaining Unit, their seniority shall be retained and accumulated for a period of one (1) year from the date of transfer. At the end of the year, seniority will no longer accumulate, but shall remain at the then attained figure, to be applicable if and when such employee shall revert to a classification covered by this Collective Agreement.

16.03 An employee shall not acquire seniority rights unless he has been in the employ of the Employer for eighteen (18) consecutive weeks, when said seniority operates from the start. After thirty (30) days of employment, a probationary employee can grieve any applicable provision of this Collective Agreement, except the decision to terminate their employment which shall be exclusively at the discretion of the Employer during the Probationary Period.

Seniority lists shall be prepared and posted following the ratification of this Collective Agreement and on the anniversary date annually thereafter.

16.04 An employee who terminates employment with the Employer after completing their probationary period, and who is rehired by the Employer within one (1) year from the employee's date of termination, shall advance to the job rate; however, the employee

shall be subject to all other terms and conditions of this Collective Agreement as they affect a probationary employee.

- 16.05 The seniority of an employee shall be considered broken and all rights forfeited and there shall be no obligation to rehire when the employee:
- (a) Voluntarily leaves the service of the Employer;
 - (b) Is discharged for cause;
 - (c) Fails to return to work without cause, that is, if away from work more than two (2) working days without permission or notice of their inability to report to work;
 - (d) Fails to return to work when recalled after a layoff or to notify the Employer within three (3) full consecutive working days or such longer period as may be agreed upon when requested to return to work by registered letter sent to the employee's last known address;
 - (e) Is laid off for a period exceeding one-half ($\frac{1}{2}$) of their accumulated seniority or six (6) months, whichever is the lesser; for employees with five (5) or more years of service, twelve (12) months.
 - (f) Reaches normal retirement date, retires early or becomes totally disabled for a period of two (2) years if seniority is less than ten (10) years or three (3) years if seniority is ten (10) years or more.

16.06 The present practice of "No Bumping" into classified jobs shall apply in cases of job elimination and/or reduction of staff.

ARTICLE 17.00 - GUARANTEED HOURS

- 17.01 The Employer agrees to guarantee every employee not otherwise excluded, in every week of employment forty (40) hours pay at regular hourly rates of pay, subject to the following provisions: Premiums for night work and overtime shall not be considered when calculating what guarantee, if any, is to be paid. And, all hours paid at regular hourly rates of pay shall be calculated for the purpose of applying the guarantee.
- 17.02 The Employer shall adjust the work forces in proportion to the work available or expected. To provide employees with guaranteed hours of work, the Employer shall be free to distribute work within departments and to transfer employees from one department to another reasonably, consideration being given to seniority, ability and extreme changes of temperature.
- 17.03 The Union agrees and the Employer expects that employees will perform whatever task may be assigned to them to the best of their ability. If any employee declines to perform the task assigned to them the Employer shall be absolved from its guarantee in respect to those hours so lost by that employee.

17.04 An employee who is employed after the first week shall be guaranteed that fraction of the forty (40) hours work which the number of days remaining of the payroll week is of the employees scheduled work week.

An employee who is tardy or absent from work on any day or part of a day that the employee is scheduled or instructed to work shall have their guarantee reduced by the time so lost.

17.05 The guarantee shall be the same in weeks in which the paid General Holidays or any other General Holidays mutually agreed upon or required to be observed by law occur.

17.06 When an employee's working hours are reduced below the guaranteed minimum in one (1) week, and correspondingly increased in another week, as a consequence of changing shifts, the guarantee, if any, shall be calculated on the basis of two (2) weeks. (Engineers to be averaged according to their work schedule).

17.07 The provisions of Article 17.00 shall not apply:

- (a) to employees who are discharged for cause;
- (b) to employees who are suspended;
- (c) to employees who retire;
- (d) to employees who voluntarily leave the service of the Employer;
- (e) to part-time and casual employees;
- (f) in the event of closure of the plant or part of the plant due to acts of God, public enemy, war, disaster, or any other event of similar nature and beyond the control of the Employer.

ARTICLE 18.00 - GRIEVANCE PROCEDURE

18.01 Employer agrees to recognize up to a maximum of two (2) Job Stewards. Should any dispute (hereinafter called "Grievance") arise between the Employer and an employee or the Union Business Agent as to the meaning, interpretation, application or alleged violation of the provisions of this Collective Agreement, there shall be no suspension of work on account of such grievance but an earnest effort shall be made by both parties to settle such grievance without delay in the following manner.

18.02 Nothing contained in this Collective Agreement shall prevent an employee from individually presenting their own personal problem to any level of management. It is recognized that this provision is not to be used for negotiation of the terms of this Collective Agreement.

18.03 Step 1: The employee with or without the Job Steward shall take up their grievance within five (5) calendar days of the occurrence, with the immediate supervisor.

Step 2: If a grievance is not settled in Step 1 within five (5) calendar days the aggrieved party may submit the grievance in writing to the Job Steward who shall take it up with the immediate supervisor. A copy of the grievance shall be forwarded to the Manager.

Step 3: If settlement is not reached within five (5) calendar days of submission to the immediate supervisor, it shall be referred to the Superintendent, who shall respond within seven (7) calendar days of receipt of the grievance at this step.

ARBITRATION

18.04 If settlement is not reached as a result of the above steps, the grievance may be submitted to arbitration. The grieving party shall, within fourteen (14) calendar days of the reply from the Manager or his designated representative, notify the other party of its intention to take the matter to arbitration and notify the other party of the name of its appointee to the Arbitration Board at the same time. The other party shall have seven (7) calendar days in which to notify the grieving party of the name of its appointee to the Arbitration Board. The two (2) appointees so named shall meet and endeavour to select a mutually acceptable Chairman. If they cannot agree upon a Chairman within seven (7) calendar days, they shall apply to the Minister of Labour of Alberta to appoint a Chairman. Within fourteen (14) calendar days of its appointment, the Arbitration Board shall meet to consider the matter in dispute. In reaching its decision, the Arbitration Board shall be governed by the terms of this Collective Agreement and shall not have the power to alter, amend, set aside or add to any provision of the Collective Agreement. The decision of the Arbitration Board shall be final and binding upon the parties hereto. Such decision shall be made within seven (7) calendar days after the Board has completed its meeting or meetings. The decision of a majority of the Arbitration Board shall be the award but, if there is no majority, the Chairman's decision shall govern.

18.05 Notwithstanding the preceding, the parties may mutually agree to submit a grievance to a Single Arbitrator within fourteen (14) calendar days of the reply from the Manager or his designated representative. Within fourteen (14) days of their appointment, the Single Arbitrator will call a meeting to consider the matter in dispute and will render a decision within seven (7) calendar days of the completion of such meetings.

The provisions applicable to an Arbitration Board shall also apply to a Single Arbitrator.

18.06 The time limits specified throughout this Article may be extended, in writing, by mutual agreement between the parties or at the request of the Chairman of the Arbitration Board, as the case may be. In the event that the time limit under any step of the grievance procedure is exceeded without the mutual consent of the other party, in writing, the grievance shall:

- (a) in the case of the Union exceeding the time limit, be dropped, or
- (b) in the case of the Employer exceeding the time limit, move up to the next step.

18.07 Calendar days as referred to throughout this Article, shall exclude Saturdays, Sundays and named General Holidays.

ARTICLE 19.00 - TEMPORARY ASSIGNMENT

19.01 An employee substituting for work in a higher classification shall receive applicable pay for any hours worked at the higher classification provided the employee works one (1) hour or more per day in the higher classification.

ARTICLE 20.00 - SALARIES

20.01 The basic minimum hourly rate as set out in Schedule "A" - Wages shall be applicable on the dates and years indicated.

20.02 Provisions of this Collective Agreement in respect of salary, sick leave benefits, vacations, and named General Holidays and all other benefits, shall be applicable on a pro rata basis and each employee shall receive only that proportion of benefits that their period of actual service in the year bears to a year of full time service.

20.03 If the Employer creates a new classification of employee, not now listed in Appendix "A", and which both parties agree properly belongs within the scope of this Collective Agreement, or which the Labour Relations Board rules that it properly belongs therein, then the Employer shall establish an hourly rate of pay and give notice of same to the Union. If the Union fails to object within thirty (30) calendar days of such notification, the hourly rate of pay shall be considered established. If the Union objects within thirty (30) calendar days, the two (2) parties shall attempt to negotiate a mutually satisfactory hourly rate of pay. Should they fail to agree, the matter may be referred to arbitration.

ARTICLE 21.00 - LEAVE OF ABSENCE

21.01 Leave of Absence; without pay, up to sixty (60) days may be granted to an employee by the Employer for good and sufficient reason upon application by the employee in writing. If leave of absence is for a period of one (1) week or more, written application shall be made by the employee to the Employer and if the leave is granted or not by the Employer it shall be confirmed in writing and a copy thereof sent to the Business Representative/Agent of the Union. Seniority shall be accumulated during such absences.

21.02 Employees (not more than two (2) from the Plant or one (1) from any department) to be chosen by the Union to attend Union business outside the Plant, shall be granted leave of absence not exceeding a total of fourteen (14) days each without pay during each year of this Collective Agreement. The Union shall give the Employer a written notice of one (1) week before exercising this prerogative.

21.03 Any employee engaging in other employment during a leave of absence may be subject to immediate dismissal, other than union business.

21.04 Employees shall be allowed a Military Leave of absence as per the guidelines within the *Alberta Employment Standards Code*, Division 7.1 Reservist Leave.

The employee's current position shall be posted and filled on a temporary basis as per Article 28.00 - Job Postings, however only if the length of the Military Leave is for one (1) year or greater.

ARTICLE 22.00 - BEREAVEMENT LEAVE

22.01 Upon receipt of proper notification by the plant management a regular employee will be granted three (3) consecutive days leave of absence at the employee's regular straight time hourly rate of pay at time of bereavement of an immediate relative. For the purpose of this Clause, an immediate relative is defined as parent, spouse, child, grandchild, grandparent, sister, brother, mother-in-law, father-in-law. A leave of absence of one (1) day at the employee's regular straight time hourly rate of pay will be granted to a regular employee for the purpose of attending the funeral of the employee's spouse's brother or sister. Notwithstanding the above, the Employer will, upon request, grant up to one (1) week leave of absence without pay, if the funeral is to be held outside of Calgary.

NOTE: Twelve (12) hour shifts shall be paid as twelve (12) hours to a maximum of twenty-four (24) hours.

22.02 The provisions of Clause 22.01 shall apply if the death occurs during the vacation of the employee, but shall not be implemented during sick leave, leave of absence or accident leave. In order to qualify for bereavement pay during the employee's vacation, the employee must provide the Employer with satisfactory proof of having attended the funeral. Acceptable proof shall be either a copy of the death certificate or a Funeral Director's letter on letterhead verifying the relationship to the deceased.

ARTICLE 23.00 - VACATIONS

23.01 Full-Time / Part-Time employees are eligible for a paid vacation each year according to the following schedule. Vacation entitlement is based upon length of service with the Employer. A Part-Time employee who becomes full-time during the course of a year will receive pro-rated vacation until the employee has worked full-time for an entire year. Employees whose employment status is other than Full-Time are eligible for vacation based on the Collective Agreement and in line with Provincial Legislation.

23.02 All employees who have been employed full-time by the Employer shall be entitled vacation on the following basis:

<u>Completed Years of Service</u>	<u>Vacation Earned</u>
1-4 years	2 weeks
4-9 years **	3 weeks **
5-9 years	3 weeks
10-14 years	4 weeks
15 or more years	5 weeks

** For those employees attaining seniority before May 1 2018.

Accumulating Vacation

For weekly paid employees one fifty-second (1/52nd), of annual vacation time per the above schedule is earned each pay period, beginning with the first (1st) month of employment.

Accrual Rate Each

<u>Service</u>	<u>Weekly Pay Period</u>
0 up to 4 years	1.54 hours
3 up to 9 years **	2.31 hours **
4 up to 9 years	2.31 hours
9 up to 14 years	3.08 hours
14 or more years	3.85 hours

** For those employees attaining seniority before May 1 2018.

If the Employer and an employee are unable to agree on a mutually satisfactory date(s) to start the employee's annual vacation(s), the Employer must give the employee at least two (2) weeks written notice of the date(s) on which the employee's annual vacation(s) are to start, and the employee must take the vacation(s) at that time.

- 23.03 One (1) week of vacation is defined as forty (40) hours for Schedule "A" and forty-two (42) Hours for Schedule "B". Vacation will be prorated, for employees who work less than forty (40) hours per week, based on the average number of hours worked per day over the previous year.
- 23.04 Causal and Part-Time employees are not eligible, but will be paid a percentage each payday and will be mandated to take time off if they work fifty (50) weeks of the year as per Alberta Legislation.
- 23.05 If vacation is taken during a period in which a General Holiday observed by the Employer occurs, the employee will be entitled to an extra vacation day or General Holiday pay.
- 23.06 Employees may take vacation time they have earned at any time during the year. They will only be paid for vacation days taken, if they have earned the vacation time. Employees are encouraged to take vacation in increments of five (5) consecutive days (Calendar Weeks). Production schedules will only allow vacation to be taken in increments of five (5) consecutive days, during peak (July & August) season. Schedule "A" calendar week will be referred to as Sunday through Saturday and Schedule "B" calendar week will be referred to as Monday through Sunday.
- 23.07 For employees relieving during vacation periods, the rate to be used for calculating their vacation allowance shall be the average regular straight time hourly rate of pay received during the twelve (12) month period immediately preceding the employees' anniversary date.

- 23.08 Vacation requests for all Full-Time employees shall be submitted in writing to the Employer no later than November 15th. The Employer will then have vacation schedules available no later than January 1st in the same year.
- 23.09 The Employer encourages all employees to take their entitled vacation each year. Management retains the responsibility to monitor vacation accumulation and to ensure employees receive at least two (2) weeks of vacation time off annually or the maximum accrual if less than two (2) weeks. All employees will not be allowed to accumulate more than two hundred and forty (240) hours of vacation. Employees will not accrue additional vacation hours until their balance falls below two hundred and forty (240) hours.
- 23.10 Vacation "Cap" means that on January 1st, in any given year only in special cases/circumstances if the employee's vacation earned is greater than six (6) weeks (two hundred and forty (240) hours), the Employer will pay the employee for the vacation time earned in excess of the "Cap". Not more than in two (2) consecutive years of vacation an additional one (1) week at the employee's current entitlement schedule may be carried over from the previous year, and in no case can an employee accumulate greater than six (6) weeks' vacation in total.
- 23.11 Upon termination of employment, an employee's accrued, but unused vacation will be paid out. The applicable payment will be made according to Provincial Legislation.

ARTICLE 24.00 - WORKERS' COMPENSATION

- 24.01 The Employer will provide Workers' Compensation Board coverage for employees.
- 24.02 When an employee is off work on Workers' Compensation or due to a compensable injury, the employee's position shall be held open for six (6) months. For an employee with five (5) years of service or more, the employee's position will be held open for twelve (12) months. The Employer will look at extenuating circumstances on a case by case basis.
- 24.03 In cases of any compensable injury rendering an employee unable to continue to work, the Employer agrees to pay for the balance of the shift at the employee's regular hourly rate of pay.

Employees whose injuries in the Plant permit continuation of work, but which may require subsequent visits to the doctor or hospital for treatment or Workers' Compensation Board, shall be paid for all time consumed that the employee would be scheduled to work in making such visits to the doctor, or hospital or Compensation Board, and in cases of hardship, the Employer agrees to furnish transportation to and from the Plant.

ARTICLE 25.00 - DISCHARGE

- 25.01 All employees, including those who have attained seniority, will be subject to immediate dismissal for:

- (1) Use or possession of alcohol or drugs (excluding Physician's Prescription) during working hours.
- (2) Theft from Employer/employee from Employer premises.
- (3) Sleeping during work hours.
- (4) Engaged in workplace violence.
- (5) Fraudulent WCB claim

25.02 All employees, including those who have attained seniority, may be discharged for other just causes.

25.03 If the employee feels that they have been unjustly dealt with, such discharge will constitute a case coming up under Article 18.00 - Grievance Procedure.

25.04 All cases of discharge must be considered and disposed of within five (5) working days from the date of discharge.

25.05 The Employer agrees to provide the Union a copy of all written disciplinary actions/or discharge notices within five (5) working days.

ARTICLE 26.00 - CLOTHING AND LAUNDRY

26.01 The Employer shall provide and launder work clothing for all employees (cotton based for Maintenance and Engineers). The employees shall use and assume responsibility for the reasonable care of all clothing supplied. Employer supplied clothing must be worn only on plant site during working hours, for Good Manufacturing Practices and compliance with HACCP guidelines.

26.02 It is agreed that protective cold weather clothing will be held in the plant store room and may be drawn by employees assigned to work in cold areas or out of doors in cold weather. Such items are to be returned to the storeroom when the assignment has been completed.

26.03 When a Full-Time employee purchases an approved pair of safety shoes or boots for their use at work, suitable for the job to be performed, the Employer will contribute up to one hundred and fifty-five (\$155.00) dollars. Effective January 1st, 2019 Employer will contribute up to one hundred and seventy-five dollars (\$175.00). Such work boots must be worn only during work hours, for Good Manufacturing Practices and compliance with HACCP guidelines.

26.04 The Employer will pay Full-Time employees who are classified as tradespersons, including Engineers, covered under Schedule "A", a work tool allowance of up to five hundred dollars (\$500.00) per year. In order to qualify for the work tool allowance;

- (1) First, employees must submit original receipts as proof of purchase.

- (2) Second, if the employee leaves the Employer within the next twelve (12) months of receiving the tool allowance, the employee must, either reimburse the work tool allowance paid or return the tool/tools purchased.

26.05 The Employer will reimburse employees for the renewal of necessary licences required in the performance of the employees' duties.

26.06 Effective May 1, 2018, the Employer shall pay up to three hundred dollars (\$300.00) towards the purchase of prescription safety glasses to all employees who require regular prescription glasses to see, once every three (3) years. Employees will be eligible January 1, 2021 for a second (2nd) pair of safety glasses, if required. The employee must provide the original sales receipts to receive the reimbursement.

ARTICLE 27.00 - BULLETIN BOARDS

27.01 The Employer agrees to provide the Union with a bulletin board for the purpose of posting meeting notices or such other notices as may be of interest to the employees, with management approval.

ARTICLE 28.00 - JOB POSTINGS

28.01 Where vacancies occur within the bargaining unit, such vacancies shall be posted on the bulletin boards in the Plant, for a period of seven (7) calendar days, and the applicants for the job will file their names in writing with the Superintendent during the period of posting. Employees absent for any reason shall be eligible to make application during the period of posting. The Employer agrees to attempt to contact by phone any employee absent on vacation during the period of posting provided that the employee leaves a phone number where they can be reached. Applicants are to be considered on an equal basis of seniority, qualifications, skills and ability to perform the required job.

28.02 The Employer shall retain its right to fill any position from outside the bargaining unit in case suitable applicants are not available within the bargaining unit.

28.03 The number of multiple job postings beyond two (2) to fill plant vacancies is at the sole discretion of the Employer.

28.04 Employees that are off work due to illness or approved leave of absence less than one (1) year would have their position held open for them. If they were able to return to work after this period of time, then the Employer would attempt to place the employee in the most suitable position available. With the exception of employees whom are on a Military Leave of Absence as described in Article 21.00, Clause 21.03.

ARTICLE 29.00 - GROUP INSURANCE PLAN

29.01 The Employer Group Insurance Plan as described in a separate booklet will continue in effect for the term of this Collective Agreement. The cost of premiums of the plan will be shared eighty percent (80%) by the Employer and twenty percent (20%) by the employees.

29.02 Alberta Health Care Insurance premiums will be paid by the Employer to a maximum of ninety-two dollars (\$92.00) per family coverage and forty-six dollars (\$46.00) per single coverage.

29.03 The Employer's Pension Plan as described in a separate booklet will continue in effect for the term of this Collective Agreement.

ARTICLE 30.00 - SAFETY AND HEALTH

30.01 There shall be a Union Management Safety Committee set up as follows: The Union shall appoint two (2) representatives from their membership and the Employer shall appoint two (2) representatives from the management staff. The committee shall appoint one (1) member of the committee to act as the chairman. Both parties in making their appointments shall be motivated by the need for selecting people who will best be capable of promoting safety throughout the plant.

30.02 The Employer shall make provision for the safety and health of the employees during the hours of their employment. The Employer as required by the Occupational Health and Safety Inspection branch shall provide protective devices and other equipment necessary to properly protect employees from injury. Each employee will be responsible for maintaining good housekeeping and keeping their work area safe clean and tidy.

30.03 Employees classified as Engineers, Relief Engineers, and Chief Engineers shall obtain and maintain a current First Aid Certificate and training in H₂S Alive. Employees classified as Fermenter Operator shall obtain and maintain a current First Aid Certificate.

30.04 Employees who perform the duties of Shipper and Receiver shall obtain training in the Transportation of Dangerous Goods (TDG).

30.05 Employees involved in the operation of forklifts shall obtain training in the Safe Operation of Forklifts provided by the Employer.

30.06 Employees will obtain the training identified in Clauses, 30.03, 30.04 and 30.05 during normal working hours, or at such time mutually agreed between the Employer and the employee.

In such instances, the cost of the training and associated wages, at regular straight time hourly rates of pay will be borne by the Employer.

30.07 The part-time position classified as "Block Machine Operator & Packers" will receive up to a maximum five hundred dollars (\$500.00) annually for Dental cleanings, prescriptions, registered physiotherapy, registered massage therapy or registered chiropractic treatment and safety shoes/boots with the submission of a receipt. The operator must be working an average of fourteen (14) hours per week and have completed the probationary period of eighteen (18) weeks in order to be eligible.

ARTICLE 31.00 - COMMITTEES AND REPRESENTATIVES

- 31.01 An employee who is a member of a Negotiating or Grievance Committee must have at least eighteen (18) weeks service with the Employer.
- 31.02 The Employer agrees that an authorized Union Representative shall upon approval of the Plant Manager be afforded access to the Plant during regular business hours and may be accompanied by an official of the Employer.

ARTICLE 32.00 - JURY DUTY

- 32.01 The Employer shall make up the difference between any employee's regular hourly wage rate of pay and the amount the employee is paid by the Government during the time the employee is required to be away from their regular employment on jury duty or subpoenaed as a witness.

ARTICLE 33.00 - ATTENDANCE BONUS

- 33.01 Full-time employees will accumulate one three-quarter ($1 \times \frac{3}{4}$) day (i.e. six (6) hours) for each quarter ($\frac{1}{4}$) calendar year during which they are not absent from work, in accordance with the current guidelines (a period of illness which overlaps two quarters ($2 \times \frac{1}{4}$) will not affect attendance bonus in the second (2nd) quarter). Employees will be permitted to accumulate a maximum of five (5) days. When an employee has accumulated the maximum five (5) days, any additional one three-quarter ($1 \times \frac{3}{4}$) days earned for subsequent quarter calendar years will be paid to the employee as a cash bonus (maximum of four (4) hours) in the month following the quarter ($\frac{1}{4}$) in which such one three-quarter ($1 \times \frac{3}{4}$) day was earned.
- 33.02 The five (5) days accumulation may be used by an employee to cover a period of illness of up to but not exceeding three (3) days.
- 33.03 When an employee has used any portion of their five (5) day accumulation, the employee may then accumulate further one three-quarter ($1 \times \frac{3}{4}$) days, to a maximum of five (5) days, for further subsequent quarter ($\frac{1}{4}$) calendar years during which the employee was not absent from work.
- 33.04 It is the responsibility of the employee to recognize and notify the Employer in writing as to the employee's eligibility.
- 33.05 Employer approved leaves of absence will not affect an employee's attendance bonus.

ARTICLE 34.00 - DURATION OF COLLECTIVE AGREEMENT

- 34.01 This Collective Agreement shall be effective May 1, 2018 and shall remain in full force and effect until December 31, 2022 from such former date, and from such later date thereafter, on a yearly basis unless either party gives the other not less than sixty (60) days nor more than one hundred and twenty (120) days' notice prior to such renewal date, a written notice of its intention to terminate the Collective Agreement or seek amendments to same, in which case the present Collective Agreement to

remain in force during negotiations for its renewal. Amendments to the Collective Agreement are to be submitted in writing at the same time in which such notice is given.

IN WITNESS THEREOF THE PARTIES HERETO HAVE SIGNED THIS COLLECTIVE AGREEMENT

ON THE 22nd DAY OF June ~~MAY~~, 2018.

AB MAURI (Canada) LIMITED
operating as **FLEISCHMANN'S YEAST**

[Redacted Signature]

Ralph Quinlan

[Redacted Signature]

Gerald Ripley

**INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL UNION
NO. 955**

[Redacted Signature]

Chris Flett

[Redacted Signature]

Mike Bourgeois

SCHEDULE "A"

The following classifications are covered in this Schedule, and have all the benefits and conditions in the Collective Agreement plus the following:

Yearly wage increases of two percent (2%) per year for the following Classifications; Maintenance, Primary & Secondary Process Relief Operators and Fermenter

Yearly wage increases of; one point five percent (1.5%) - 2018, one point five percent (1.5%) - 2019, two percent (2%) - 2020, two percent (2%) - 2021, and two percent (2%) - 2022 for all other Classifications.

CLASSIFICATION AND RATES

Yeast Manufacturing Plant	05/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
(Primary) Process Relief Operator	\$37.91	\$38.67	\$39.44	\$40.23	\$41.03
Fermenter Operator	\$37.34	\$38.09	\$38.85	\$39.63	\$40.42
R.V.F. Operator/Sanitation	\$35.18	\$35.71	\$36.42	\$37.15	\$37.89
(Secondary) Process Relief Operator	\$35.35	\$36.06	\$36.78	\$37.52	\$38.27
Palletizer	\$28.80	\$29.23	\$29.81	\$30.41	\$31.02
Relief Expediter Bulk Cream	\$28.80	\$29.23	\$29.81	\$30.41	\$31.02
5LB Block Machine Operator	\$32.08	\$32.56	\$33.21	\$33.87	\$34.55
1 LB Block Machine Operator	\$28.80	\$29.23	\$29.81	\$30.41	\$31.02
Packers	\$26.18	\$26.57	\$27.10	\$27.64	\$28.19
Maintenance					
Lead Hand	\$43.12	\$43.98	\$44.86	\$45.76	\$46.68
Journeyman Millwright	\$42.95	\$43.81	\$44.69	\$45.58	\$46.49
Journeyman Electrician	\$43.67	\$44.54	\$45.43	\$46.34	\$47.27
Mechanic /Relief Engineer	\$40.19	\$40.99	\$41.81	\$42.65	\$43.50
Relief Chief Power Engineer	\$43.12	\$43.98	\$44.86	\$45.76	\$46.68
Power Engineer	\$39.56	\$40.35	\$41.16	\$41.98	\$42.82
General					
Expediter (Bulk)	\$35.18	\$35.71	\$36.42	\$37.15	\$37.89
Expediter (Finished Goods)	\$35.18	\$35.71	\$36.42	\$37.15	\$37.89

Production Dept. Relief	\$26.18	\$26.57	\$27.10	\$27.64	\$28.19
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New employees are to be started at three (\$3.00) dollars an hour below the classification rate, and moved fifty (\$0.50) cents an hour every six (6) months until they reach their rate. However, the Employer agrees that employee's prior service shall be considered as time already served by such employee for the purpose of this Clause.

HOURS OF WORK

Eight (8) hours per day shall constitute the basic working day, and forty (40) hours per week shall constitute the basic working week.

The normal work schedule for all employees shall be forty (40) hours per week, divided into five (5) days of eight (8) hours each, Monday through Friday excepting employees engaged in continuous process operations, relief person, and yeast clean-up person. It is the Employer's expectation that all employees are to be on the floor at their designated work stations for the beginning of their scheduled shifts starting times ready to work.

The regular weekly work schedule of hours for all departments setting forth, as agreed upon, the normal daily starting and quitting times for every work day of the week in accordance with the paragraph above, are designated and defined below.

These work schedules may be changed from time to time to suit the varying conditions of the business, provided however, the Union shall be consulted before the change is made in a department's or group employee's work schedule. If no agreement can be reached between the parties as to any change whatsoever to the present work schedules of hours, the parties to this Collective Agreement agree that the respective officials of the Employer and the Union shall have the opportunity, if they so desire, to meet for the purpose of reaching a conclusion pertaining to such matters.

The Employer agrees to post work schedules by Thursday for the following week's work.

During non-peak periods the Employer shall have the option to work four (4) ten (10) hour days Monday to Friday, with a "Flex-Day" off being between Mondays to Friday. However if the employee is requested by the Employer to work on the Flex Day, all hours worked shall be paid at the rate of one and one-half times (1½ x) their regular hourly rate of pay.

A shift employee must remain on the job until their regular relief or such other relief as may be designated by management arrives and takes over the employee's duties.

It is mutually agreed that employees working on rotating or alternating shifts shall be considered as shift workers.

- (1) No employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. An employee shall continue to receive the applicable overtime hourly rate of pay after each shift until a break of eight (8) consecutive hours occurs. The above will not apply to a relief man when employed in relief function. (Early/Late starts shall be exempt from the above).

- (2) If a relief man is required to work more than four (4) consecutive twelve (12) hour shifts, all subsequent shifts will be paid at the applicable overtime hourly rates of pay. Relief Man overtime shall commence after forty-two (42) hours of work, which will be averaged over a two (2) week period.

I. YEAST

1. Normal shift hours are rotating shifts continuous operation except as shown below

Process Relief Operator (primary) 8:00 a.m. - 4:30 p.m. or as assigned

2. Normal hours for RVF operators are:

1st Shift 6:00 a.m. - 2:30 p.m.
2nd Shift 2:15 p.m. - 10:45 p.m.
or as assigned

Triple shift hours as required

3. Normal shifts for the C & W are from: 7:15 a.m. - 3:45 p.m.
except as shown below:

Relief Operator (secondary) 6:45 a.m. - 3:15 p.m.
Sanitation 10:00 p.m. - 6:30 a.m.
Mechanic 6:30 a.m. - 3:00 p.m.
or as assigned

Double Shift hours as required

II. MAINTENANCE AND GENERAL PLANT

Normal shift hours are from: 8:00 a.m. - 4:30 p.m.
except as noted in various departments

7:00 a.m. - 3:30 p.m.
or as assigned

OVERTIME

All time worked outside the daily schedule of hours shall be considered as overtime and such overtime shall be paid at the rate of one and one-half times (1½ x) the regular rate except as provided otherwise. All work in excess of ten (10) consecutive hours per day shall be paid for at the rate of two times (2 x) the regular hourly rate of pay.

Two times (2 x) the regular hourly rate of pay shall be paid for work performed on Sunday.

Time and one-half (1½) the regular hourly rate of pay shall be paid for the first ten (10) hours of work performed on Saturday.

In the event the Employer requires weekend work to be scheduled, employees will be required to work both Saturday and Sunday in order to receive the applicable overtime rates

for both days. Employees who refuse to work the Saturday shall receive time and one-half (1½) for the Sunday if so worked.

For shift workers, time and one-half (1½ x) the regular hourly rate of pay will be paid for work performed on an employee's assigned day of rest in a week in which the holidays described in "Holidays" section.

No employee may be compelled to work overtime, provided another employee who is capable is willing to work the required overtime.

Overtime will be distributed as evenly and equitably as is practical, consistent with the efficient performance of the work required. Overtime will be offered to the employee on the job, second by department and then outside the department.

Any hours paid for on one basis under this Collective Agreement shall not be counted again for any other purpose.

A rest period of ten (10) minutes with pay will be granted by the Employer at the end of the eight (8) hour shift should an employee be required to work more than nine (9) consecutive hours.

There shall be no monetary claims or grievances arising from the Employer's failure to offer or distribute overtime to any employee who has failed to indicate their availability on the Overtime sheet posted for this purpose.

All Overtime including weekends must be pre-approved by the Employer unless otherwise pre-scheduled.

GENERAL HOLIDAYS

The following shall be considered General Holidays:

<u>General Holiday</u>	<u>Day of Observance</u>				
	2018	2019	2020	2021	2022
New Years		Tue, Jan 01	Wed, Jan 01	Fri, Jan 01	Mon Jan 3
Family Day		Mon, Feb 18	Mon, Feb 17	Mon, Feb 15	Mon. Feb 21
Good Friday		Fri, Apr 19	Fri, Apr 10	Fri, Apr 02	Fri. Apr 15
Victoria Day	Mon, May 21	Mon, May 20	Mon, May 18	Mon, May 24	Mon. May 23
Canada Day	Mon, Jul 02	Mon, July 01	Wed, July 01	Thur. Jul 01	Fri. July 01
Civic Holiday	Mon, Aug 06	Mon, Aug 05	Mon, Aug 03	Mon, Aug 02	Mon. Aug 01
Labour Day	Mon, Sep 03	Mon, Sep 02	Mon, Sep 07	Mon, Sep 06	Mon. Sep 05
Thanksgiving	Mon, Oct 08	Mon, Oct 14	Mon, Oct 12	Mon, Oct 11	Mon. Oct 10
Remembrance Day	Mon, Nov 12	Mon, Nov 11	Wed, Nov 11	Thur. Nov 11	Fri. Nov 11

Christmas Day	Tue, Dec 25	Wed, Dec 25	Fri, Dec 25	Fri, Dec 24	Fri. Dec 23
Boxing Day	Wed, Dec 26	Thur. Dec 26	Mon, Dec 28	Mon, Dec 27	Mon. Dec 26

Floating Holiday: Shall be taken at a time mutually agreed upon by the Employer and the employee. In order to qualify for a "Floating Holiday", employees must work a minimum of twenty-six (26) weeks.

The Employer agrees to pay Full-Time employees their regular hourly rate of pay on the basis of eight (8) hours for the above General Holidays if not worked -- providing the employee worked their scheduled shift the day before and the day after the General Holiday occurred. The hourly rate of pay for General Holidays shall be computed on the basis of the employee's straight time regular hourly rate of pay for the classification on which the employee worked the greatest number of hours in the week the General Holiday occurred. Employees temporarily suspended for disciplinary reasons or employees on leave of absence shall not be entitled to General Holiday pay. Employees who are steady shift workers or who are scheduled to work shifts during a week in which a General Holiday occurs and do not work on the General Holiday shall receive the shift premium for that day.

Employees who are off on their own accord other than for purposes of sickness, or pre-arranged absence with permission of the Plant Superintendent the working day following shall forfeit their right to receive pay for the General Holiday. The Employer agrees to pay an employee receiving Weekly Indemnity the difference between Weekly Indemnity and eight (8) hours pay at the employee's regular hourly rate of pay.

Time worked on any of the above mentioned General Holidays shall be paid at two times (2x) the regular hourly rate of pay in addition to the regular day's pay.

In the event that the Government of Canada or the Province of Alberta declares that a General Holiday mentioned in the first paragraph should be observed on a day except Saturday or Sunday, the day of observance so declared shall be deemed to be the General Holiday for the purpose of this Article.

In the event that a General Holiday mentioned in the first paragraph falls on a Saturday or Sunday, or the Government of Canada or the Province of Alberta declares that a General Holiday should be observed on a Saturday or a Sunday, the Friday immediately preceding such Saturday or the Monday following such Sunday, and if Monday is also a General Holiday, the Tuesday following such Monday shall be observed as the General Holiday for the purpose of this Article.

SHIFT PREMIUM

Shift premiums will be seventy-five cents (\$.75) for afternoon shift and one dollar and twenty cents (\$1.20) for night shift. Effective January 1st, 2022 shift premiums will be eight-five cents (\$.85) for afternoon shift and one dollar and forty-five cents (\$1.45) for night shift.

SCHEDULE "A-1"

1. This Schedule "A-1" applies to all employees hired after April 23, 1993.
2. During periods when the Plant is required to produce yeast on Saturdays, employees covered by this Schedule could have their normal work schedule changed to five (5) days, Tuesday through Saturday.
3. These employees will receive a Saturday premium of three dollars (\$3.00) per hour for hours worked on the Saturday.
4. For employees working under the provisions of this Schedule "A-1", any General Holidays which fall on a Monday will be observed on Tuesday and any General Holidays, which fall on a Friday, will be observed on Saturday.
5. Except as otherwise expressly provided in this Schedule "A-1", all other provisions of Schedule A shall apply.
6. Time and one-half (1½ x) the regular hourly rate of pay shall be paid for work performed on Sunday.
7. A work week schedule from Sunday to Thursday shall be permitted, as part of their work week, the employee shall receive a premium of six dollars (\$6.00) per hour, for all hours worked on the Sunday.

SCHEDULE "A-2"

Casual employees required to work on Sunday as part of their regular work week shall receive a premium of five dollars (\$5.00) per hour for all hours worked on Sunday.

Casual employees working under the provisions of Schedule "A-2" shall observe General Holidays on the days they occur. Alternately, through mutual agreement between the affected employee and the Employer, the General Holiday may be observed on another day during the work week.

Except as otherwise expressly provided in Schedule "A-2", all other provisions of Schedule "A" shall apply.

SCHEDULE "B"

For fermenter operator, engineer, and/or designated relief men, the following conditions shall apply:

1. A shift employee must remain on the job until their scheduled relief arrives and takes over the employee's duties. No employee may be compelled to work overtime if, in the opinion of the Management, another employee who is capable and willing to work the required overtime.
2. Employees hired after March 24th, 1998 who are required to work Sunday as part of their regular scheduled hours of work, shall be paid a Sunday premium of six dollars (\$6.00) per hour.

3. Any hours paid for on one basis under this Collective Agreement shall not be counted again for any other purpose.
4. The first hour of overtime following the completion of an employee's regularly scheduled shift will be paid at one and one-half times (1½ x) the employee's regular hourly rate of pay. Any subsequent hours of overtime after the first hour of overtime will be paid at two times (2 x) the employee's regular hourly rate of pay.
5. It is further agreed that in the event a continuous operation shift schedule is re-instituted, the Employer agrees to discuss with the Union whether such continuous shift schedule will be based on eight (8) hour shifts or twelve (12) hour shifts. The current twelve (12) hour shift schedule shall remain in effect.
6. Employees normally working on Saturdays at their regular hourly rates of pay shall receive a premium of four dollars (\$4.00) per hour for all hours worked at their regular hourly rates of pay on those Saturdays. These premiums shall not be considered as part of the employee's regular hourly rates of pay.
7. A General Holiday shall be observed on the actual calendar day on which it falls.

Pay for General Holidays shall be eight (8) hours pay at the straight time hourly rates of pay except in the following circumstance: When an employee is scheduled to work twelve (12) hours on a General Holiday, but does not work on that General Holiday only because the Employer cancelled the work requirement for the General Holiday, the employee shall be paid twelve (12) hours at the straight time rates of pay as General Holiday pay for that day.

8. For the purpose of this Schedule "B", "continuous operation" shall mean a seven (7) day per week and twenty-four (24) hour per day operation.
9. Employees, to whom the provisions of Schedule "B" apply, will be paid a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked between seven (7:00) p.m. and seven (7:00) a.m. for the Boiler Room. Effective January 1st, 2022 the shift premium will increase to one dollar and seventy-five cents (\$1.75).

Employees to whom the provisions of Schedule "B" apply will be paid a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked between six (6:00) p.m. and six (6:00) a.m. for the Fermenter Room. Effective January 1st, 2022 the shift premium will increase to one dollar and seventy-five cents (\$1.75).

This premium shall not be considered as part of the employees' regular hourly rates of pay.

Bargaining Committee

Chairman – Bruce Kosmack, Business Representative
Committee member – Matt Fraser, Chief Job Steward
Committee member – Job Steward John Lachance

LETTER OF UNDERSTANDING #1

Between

FLEISCHMANN'S YEAST

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955

RE: SCHEDULE "B" - SUNDAY PREMIUM

Current employees employed prior to March 24th, 1998 with the Employer will be eligible to receive a Sunday premium of nineteen dollars (\$19.00) for [REDACTED] and eighteen dollars (\$18.00) for [REDACTED] for all hours worked on the Sunday under Schedule "B".

This Premium will only apply to two (2) current employees, [REDACTED] and [REDACTED].

SIGNED this 22nd day of June, 2018.

**AB MAURI (Canada) LIMITED
operating as FLEISCHMANN'S YEAST**

[REDACTED]

Ralph Quinlan

[REDACTED]

Gerald Ripley

**INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL UNION
NO. 955**

[REDACTED]

Chris Flett

[REDACTED]

Mike Bourgeois

LETTER OF UNDERSTANDING #2

Between

FLEISCHMANN'S YEAST

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955

RE: EMPLOYER EDUCATION ASSISTANCE PROGRAM

A key factor contributing to the continued success of a developed business such as AB Mauri is the quality of its employees. AB Mauri will identify and develop employees through training and education by providing educational assistance where deemed appropriate.

The Employer recognizes that outside educational facilities can help improve employee performance and is prepared to assist employees by providing reimbursement of tuition upon successful completion of a preauthorized program by the Plant Manager.

SIGNED this 22nd day of June, 2018.

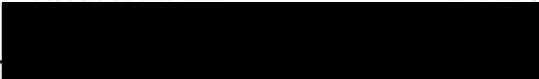
**AB MAURI (Canada) LIMITED
operating as FLEISCHMANN'S YEAST**


Ralph Quinlan


Gerald Ripley

**INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL UNION
NO. 955**


Chris Flett


Mike Bourgeois

LETTER OF UNDERSTANDING #3

Between

FLEISCHMANN'S YEAST

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955

RE: GRANDFATHERING OF [REDACTED] RATE OF PAY.

It is understood that the classification of First Man Yard has officially been changed to; Expediter (Bulk), which carries a new hourly rate of pay; thirty-two dollars and nineteen cents (\$32.19) per hour for all new hires as of May 1st, 2014.

Notwithstanding the aforementioned, the regular hourly rate of pay for [REDACTED] will be grandfathered at the current rate of thirty-two dollars and thirty-nine cents (\$32.39).

[REDACTED] will remain eligible for any increases to his current regular hourly rate of pay as follows:

2018 - \$35.40 2019 - \$35.93, 2020 - \$36.65, 2021 - \$37.38, and 2022 - \$38.13

ORIGINALLY SIGNED this 22nd day of June, 2018.

**AB MAURI (Canada) LIMITED
operating as FLEISCHMANN'S YEAST**

[REDACTED]

Ralph Quinlan

[REDACTED]

Gerald Ripley

**INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL UNION
NO. 955**

[REDACTED]

Chris Flett

[REDACTED]

Mike Bourgeois

LETTER OF UNDERSTANDING #4

Between

FLEISCHMANN'S YEAST

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955

RE: RETIREE FRINGE BENEFITS (Life Insurance, Health Package).

Effective May 1st, 2018 AB Maui, Fleischmann's Yeast will no longer fund retiree fringe benefits for new hires. Employees hired before the date of May 1st, 2018 shall be grandfather under the previous Terms and Conditions established.

ORIGINALLY SIGNED this 22nd day of June, 2018.

**AB MAURI (Canada) LIMITED
operating as FLEISCHMANN'S YEAST**

[Redacted Signature]

Ralph Quinlan

[Redacted Signature]

Gerald Ripley

**INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL UNION
NO. 955**

[Redacted Signature]

Chris Flett

[Redacted Signature]

Mike Bourgeois

International Union of Operating Engineers
Local Union No. 955

CODE OF CONDUCT



"Pride – Performance – Quality – Safety"

This Code of Conduct shall apply to: camps, employer/client premises and/or work sites, lunch/coffee/change rooms, temporary (LOA) domiciles, supplied transportation and all Union offices, meetings and social events.

Every employee is entitled to employment free of harassment and discrimination. Therefore this Code of Conduct shall be adhered to by all members of Local 955, travel cards of the IUIOE and permit workers who are referred to work by Local 955. The Code of Conduct shall include the application of the IUIOE Local 955 Harassment and Sexual Harassment Policy.

This Code of Conduct is considered to be part of the IUIOE Local 955 Working Rules and Bylaws (as may be amended from time to time), and violating any aspects of this Code of Conduct will be considered as a violation of Local 955's Working Rules and Bylaws, subject to a penalty as determined by the Executive Board or its designate (i.e. Dispatch Review Committee) after a hearing has been conducted to consider any such violations.

- Members shall not engage in conduct discreditable to the Union; members shall work together with the same common goal of being honest, ethical and practising safe work habits at all times.
- Members are required to conduct themselves in a way that demonstrates respect and professionalism towards the Project Owners, Contractors, supervision and co-workers in the workplace.
- Members are required to demonstrate a good attendance record at work, which includes no early quits, late starts or excessive absenteeism. Any worker demonstrating a trend of the above mentioned items shall be requested to discuss their attendance issues with the Executive Board or its designate.
- Members are required to be understanding and supportive of a teamwork approach, while taking pride in quality of workmanship and applying the principle of a fair day's work for a fair day's pay.
- Members will aid fellow workers, leading by example and/or mentoring, while remaining open-minded to changes and/or improvements in the workplace.
- Members are required to comply with lawful orders of the Business Manager, Representatives, Agents or Officers of the Local Union.
- Members shall not wilfully damage equipment and/or machinery.
- Members are required to show up fit and ready for work, remaining clean and sober, free from the use of alcohol and/or any illegal or impairing drugs.
- Members shall not leave a jobsite without giving due notification to the Employer and/or Project Owners.
- Members are required to adhere to all lawful Project Owner/Contractor policies, site and safety rules and/or camp regulations, as may be amended.