

COLLECTIVE AGREEMENT

BETWEEN

RAHR MALTING CANADA LTD.

AND

UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401

Renewal: May 31st, **2023**

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AGREEMENT BETWEEN

RAHR MALTING CANADA LTD., Alix, Alberta, Canada, hereinafter called the Company, and UNITED FOOD AND COMMERCIAL WORKERS CANADA UNION, LOCAL NO. 401, hereinafter called the Union.

Interpretation

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

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

Article 1 – Management’s Rights Article

1.01 The Management of the Company and the direction of the working force, will include the following rights:

- To plan, direct, and control plant operations;
- To schedule and assign work to employees;
- To determine the means, methods, processes, materials, and schedules of production;
- To determine the products to be manufactured;
- To choose the location of its plants and the continuance of its operating department;
- To establish production standards and to maintain the efficiency of employees;
- To establish and require employees to observe Company work and safety rules and regulations;
- To hire, layoff, or relieve employees from duties;

- To contract or subcontract work and services from any source so long as it does not cause layoff of bargaining unit employees;
- To transfer employees;
- To promote employees;
- To judge the qualifications of employees;
- To determine the quality which the customer desires;
- To establish work classifications;
- To maintain order and to suspend, demote, discipline, and discharge employees for just cause.

All of which are recognized and reserved rights of the Company.

1.02 The foregoing enumeration of Management's rights shall not be deemed to exclude other rights of Management not specifically set forth, the Company therefore retaining all rights not otherwise specifically restricted by this Agreement.

Article 2 – Membership

2.01 Employees covered by this Agreement and hired on or after its effective date or date of execution, whichever is later, shall upon completion of the probation period, become members of the Union.

The Company agrees to deduct from the wages of each employee, initiation fees, Union dues, and assessments that are authorized by a regular and proper vote of the membership of the Union. The Union and its members shall indemnify and hold harmless the Company from all claims against it in respect to the collection of such monies.

- 2.02 The Company further agrees, automatically, to deduct Union dues from the wages of members each pay period.
- 2.03 The Company shall remit once each accounting period to the Union:
- (1) Monies deducted from the wages of its employee's for Union initiation fees, dues, and assessments;
 - (2) A statement showing each employee's name from whom deductions were made, and the amount of the deduction;
 - (3) A statement showing the names of the employees terminated and hired during the preceding accounting period;
 - (4) A statement provided quarterly showing the name, home address, telephone number, social insurance number, and postal code of all bargaining unit employees;

Commencing with the first (1st) week of employment as a member, initiation fees shall be deducted one (1) time.

Upon mutual agreement the Company may submit the dues electronically in a manner acceptable to both parties.

Article 3 – Bargaining Agency

- 3.01 The Company recognizes the Union as the sole agency for the purposes of collective bargaining for the following employees **of** Rahr Malting Canada Ltd. at its plant in Alix, Alberta: Operator I, Operator II, and Laboratory Technician

employees. Excluded are all office clerical employees, office, customer relations and sales personnel, security guards, supervisory, administrative, managerial, and executive employees.

- 3.02 Temporary students, part-time, and temporary plant employees may be hired as long as bargaining unit employees are not laid off. These employees shall be compensated as set forth in Article 14.05, "Wage Schedule". An employee hired as a temporary or part-time employee shall be advised at the time of their hiring of their temporary status and the estimated duration of their employment. A copy shall also be sent to the Union. It is understood that the hiring of a part-time or temporary employee does not create a new position or vacancy.
- 3.03 Employees in these classifications shall become members of the Union and pay Union dues after they work **three (3)** consecutive calendar months within any twelve (12) month period. The Company agrees to have the Union form for membership application, dues deduction, and initiation fee deduction signed by the employees at the time of hire.
- 3.04 Temporary students, part-time, and temporary plant employees are not considered probationers and shall accumulate no seniority during any period of employment in the above classifications. These employees will not receive the insurance, health, and pension benefits however, these employees shall be covered by all terms and conditions of this Agreement except for the following provisions, unless otherwise required by the Canada Labour Code: Articles 2, 5, 6, 8, 9, 10, Articles 11.04 through 11.16, Articles 12.02, 12.03, Article 13, Article 14.03, Article 15, 16, 17, 18, 19, 20, 25, and 28.

- 3.05 In the event that the Company determines that a temporary student, part-time, or temporary plant assignment will continue beyond one hundred thirty (130) continuous working days, the Company agrees, at that time, to convert the position to a regular full-time classification. Probationary status shall begin at the time of the conversion. The date that the employee switches to probationer status shall be considered their original starting date for the purposes of establishing their seniority date.
- 3.06 The Company may request an extension of the one hundred thirty (130) continuous work day periods and such a request for an extension will not be unreasonably denied by the Union.

Article 4 – Supervisors

- 4.01 Supervisors shall be exempt from this Agreement and may perform bargaining unit work deemed necessary by the Company for the efficient operation of the business, so long as it does not cause layoff of bargaining unit employees.

Article 5 – Hiring and Probation

- 5.01 All new employees hired, will be categorized as probationers with the exception of temporary students, part-time, and temporary plant employees. The Company agrees to have the membership application form, dues, and initiation fee deduction forms signed by the employees at the time of hire.
- 5.02 Probationers shall become members of the Union and pay Union dues after they work three (3) consecutive calendar months, at which time they become eligible for all the normal benefits given to employees having seniority, including

enrollment in the group insurance and pension plans. However, the probationary period will continue until the completion of six (6) consecutive calendar months worked within any twelve (12) month period. During this probationary period, the Company may terminate the employment relationship without the termination being subject to the grievance and arbitration procedure.

- 5.03 An employee, upon successful completion of their probationary period, shall be given a seniority date based on their original starting date.
- 5.04 The Company will show the Union orientation video when hiring new employees.

Article 6 – Replacements

- 6.01 When the Company determines a job opening has occurred due to retirement, termination, creation of a new position, or vacancy of an existing position covered by this Collective Agreement, said job **opening** will be posted on the Company bulletin boards within seven (7) calendar days of the job opening and shall remain posted for seven (7) calendar days. The posting will be date stamped when it goes up and when it comes down. The most senior employee having applied for the posting shall have preference for the job provided the employee has the necessary qualifications and ability **to perform the job**, in the bona fide opinion of the Operations Director, or their designate. Persons returning from vacation will have the right to add their name to the bid list within five (5) days of their return.
- 6.02 The second and third openings resulting from this assignment will be filled in the same manner. If an employee is taken off

the bid job within three (3) months of the award the next employee on the bid sheet will be considered as above. The Company will make a good faith effort to notify employees on vacation of such postings in order to provide them the opportunity to bid. Persons returning from vacation will have the right to add their name to the bid list within five (5) days of their return. In the event the Company elects to establish Lead persons they shall be appointed or removed by Management and such positions will not be subject to this article or any other form of job bidding or bumping.

- 6.03 Existing classifications being assigned for the first time on a new shift or reassigned to an existing shift shall not be considered a “job opening” or a “new position” under this provision.
- 6.04 Neither the provisions of this article nor any other form of job bidding or bumping shall apply to the Operator I Classification, except where the employees effected by said bid have the necessary qualifications and abilities to immediately perform the work deemed necessary in the bona fide opinion of the Operations Director, or their designate.
- 6.05 Once an employee bids on a posted job vacancy or a new job and subsequently receives the job and starts training, they cannot bid on another posted job vacancy or new job until six (6) months from the start of training unless such job vacancy is in a higher wage classification.
- 6.06 The terms “qualifications”, “qualified”, and their derivations, whenever used in this Agreement as descriptive of an employee, shall mean the possession by the employee, in the good faith judgment of the Company, of the ability, experience, and where appropriate, the education, licensure, and/or certification necessary for the satisfactory performance of the work for which the employee is being considered.

Article 7 – Work Performance

7.01 Employees are required to perform work of any nature in or about the Company's premises, as assigned by Management.

Article 8 – Discipline, Discharge

8.01 The Company may suspend, demote, discipline, or discharge Union members for just cause.

8.02 The Company maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals, salary increases, and other employment records. In the imposition of discipline, the Company shall not refer back more than two (2) years.

8.03 Personnel files are the property of the Company, and access to the information they contain is restricted. Generally, only Supervisors and Management personnel of the Company who have permission of the Operations Director, or their designate are allowed to do so, unless required under the terms of this Agreement for purposes of grievance and arbitration.

8.04 With reasonable advance notice (a minimum of two (2) working days) to the Operations Director, or their designate employees may review their own personnel files in Rahr Malting Canada Ltd.'s offices and in the presence of an individual appointed by the Company to maintain the files. A Shop Steward or if a Steward is not available, a Union Representative may be present if requested by the employee. In the event that neither is available, the employee may choose to have a Union member present.

- 8.05 Shop Stewards or if a Shop Steward is not available, a Union Representative may be present at disciplinary meetings.
- 8.06 All employees who wish to see the officials of the Union shall have that privilege. Employees shall not leave their job unless relieved and/or before notifying Management first. Any such arrangements shall ensure that such access shall not interfere with work duties or work performance. Such consultations shall, over a one (1) calendar year period, average no more than fifteen (15) minutes per employee per month, however, if additional time is deemed necessary, a request for an extension of time may be made to Management and the Management will not unreasonably deny such a request for an extension.

The Company recognizes the right of the Union to designate a reasonable number of Stewards from the Company's seniority list. The Union will advise the Company in writing of those employees so designated. Stewards shall inform the Company when they are on Union business. Unless a grievance is an emergency, Stewards shall make their investigations at times which will not interfere with production requirements.

Article 9 – Layoffs, Recalls, Terminations, Plant Closures

- 9.01 Any employee laid off due to seasonal or other reasons beyond the Company's control, shall be entitled to ***their*** former position if operations are resumed subject to Articles 9.02 and 9.03.
- 9.02 When staff is being reduced, employees with no seniority shall be laid off first then other employees in reverse order of seniority subject to the Company's requirement to maintain

sufficient immediately qualified and competent staff to operate the plant. Employees with specialized skills and training may be retained by the Company without regard to seniority. When staff is being recalled, the Company shall do so in order of seniority subject to the qualifications, specialized skills, and competence of the employees considered to perform the job.

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

1. If an employee voluntarily leaves the employ of the Company.
2. If an employee is discharged for just cause.
3. In case an employee performs no work for the Company for any reason, or combination of reasons, for a period longer than twelve (12) months, or twenty-four (24) months if the employee has five (5) years seniority, unless otherwise required under the Canada Labour Code.
4. If an employee on layoff fails to report to work within seven (7) days after receiving notice of a **recall or** permanent vacancy from the Company by registered mail to their last known address, unless they have advised the Company and produces medical evidence of **the employee** being unable to report.
5. If the employee has received severance benefits for any reason including plant closure. The minimum severance benefit shall be in accordance with Canada Labour Code unless greater is offered by the Company.

6. Failure to report for work on the first day following expiration of an approved leave of absence, without calling in and discussing the matter with ***their*** Supervisor, except for legitimate reasons beyond the employee's control.
7. Failure to report to work as scheduled for two (2) consecutive days, without calling in and discussing the matter with ***their*** Supervisor, except for legitimate reasons beyond the employee's control.
8. Retirement.

Article 10 – Uniforms and Protective Wear Benefits

10.01 Plant Employees

The Company will provide coveralls as necessary to employees requiring these items in the normal course of their work duties. The Company may, at the Company's discretion, provide the following: rain suits, rubber boots and rubber gloves, hard hats, respiratory protection, hearing protection, and non-prescription eye protection to employees requiring these items in the normal course of their work duties. Plant employees with seniority status will be paid a yearly allowance of ***three hundred (\$300.00)*** dollars each September 1st during the lifetime of this Agreement. Probationary employees will be eligible for this allowance upon completion of four hundred eighty (480) hours worked and the payment will be pro rata basis the date they attain four hundred eighty (480) hours worked. The yearly allowance is to cover costs of safety footwear and/or work clothing.

The Company agrees to provide winter coveralls, work gloves, hard hat liners, as per past practice.

10.02 Lab Employees

The Company will provide lab coats as required. The Company will, at the Company's discretion, provide protective equipment for lab employees required to perform their lab duties or to enter plant areas. Lab employees with seniority status may be paid a yearly allowance of **three hundred (\$300.00)** dollars each September 1st during the lifetime of this Agreement. Probationary employees will be eligible for this allowance upon completion of four hundred eighty (480) hours worked and the payment will be pro rata basis the date they attain four hundred eighty (480) hours worked. The yearly allowance is to cover costs of safety footwear and/or work clothing.

Article 11 – Work Schedules/Overtime

11.01 Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending time, as well as variations in the total hours that may be scheduled each day and week. The Company reserves the sole right to schedule work days, shifts, shift hours, and/or work weeks of varying lengths in accordance with production needs. This includes assignment of work across craft and departmental production lines. The Company may change an employee's scheduled days off at any time. The Company will give reasonable prior notice of any changes to work schedules whenever possible.

11.02 From time to time, the work schedule may be altered by Management to reflect actual plant requirements. This could lead to shift alternatives which may differ from that currently established.

11.03 When the Company determines that it is necessary to implement a new shift or **make** an ongoing change in the current shifts, **it** will notify the affected employees along with a Shop Steward as soon as is practical. Upon request from the Shop Steward, the parties will meet as soon as is practical, thereby giving the affected employees the opportunity to familiarize themselves with the shift change.

11.04 The Company shall post the work schedule on the Friday before the start of the following work week. If an employee's shift is changed with less than thirty-six (36) hours notice for the convenience of the Company, they shall be paid time and one half (1 1/2 X) for the first shift worked. The employee shall provide a minimum of twenty-four (24) hours notice when requesting Management approval for a shift change.

11.05 Operator I/Operator II – Production

General understanding of twelve (12) hour shift work, subject to Article 11.01, 11.02, and 11.04.

1. To operate at no extra cost to the Company.
2. To maintain a high standard of product quality, while working in a safe and efficient manner.
3. The Company reserves the right to alter the shift pattern as operational needs change.

4. Shift schedule as attached – Appendix “A”, subject to Article 11.01, 11.02, and 11.04.
5. Overtime after twelve (12) hours at the rate of double time (2X).
6. Statutory Holidays shall be paid as follows:
 - (a) Not working – twelve (12) hours.
 - (b) Working – twelve (12) hours + twelve (12) hours at time and one half (1 1/2 X).
7. All other sections of the Collective Agreement remain in effect.
8. Current shift times: 6:00 a.m. – 6:00 p.m. and 6:00 p.m. – 6:00 a.m.
9. Reasonable notification of absence from work will become even more important. Maximum notification shall be given with the minimum notification being two (2) hours.

11.06 Operator I/Operator II/Maintenance – Non-Production

The current work week is ten (10) hour days, forty (40) hours per week Monday to Thursday or Tuesday to Friday, subject to Article 11.01, 11.02, and 11.04.

1. Shift schedule as attached – Appendix “A”, subject to Article 11.01, 11.02, and 11.04.

11.07 Laboratory

The current work week is eight (8) hour days, forty (40) hours per week Monday to Friday or Sunday to Thursday, subject to Article 11.01, 11.02, and 11.04.

11.08 Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. However, if an employee wishes to be excused from an overtime assignment, they may approach the Company and the Company will attempt, where practical and with no additional cost to the Company to assign a suitable replacement in order of seniority. All overtime work must receive the Supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees who, in the opinion of Management, are qualified to perform the required work. ***There shall be no duplication or pyramiding of overtime or premium hours.***

11.09 Overtime compensation will be paid at time and one half (1 1/2 X) in accordance with federal laws. This includes employees required to work on their scheduled days off.

11.10 Overtime pay is based on actual hours worked. Time off on sick leave or any other unpaid leave of absence will not be considered hours worked for purposes of performing overtime calculations. During a work week, vacation days, holidays, bereavement days, and/or jury duty days will count as time worked for purposes of computing overtime. When an employee's shift is changed for the convenience of the employee, overtime will not be paid.

11.11 If it is determined, through the grievance and arbitration process contained herein, that an employee did not receive the proper amount of overtime work provided under any provision, the sole remedy will be to provide the employee with an option to work the amount of overtime work they would have otherwise worked. If this overtime work remedy is required, it will be provided based on Company production needs within a reasonable time limit after a determination has been reached.

11.12 An employee called in to perform work before or after, but not continuous with **their** daily working schedule, shall be paid a minimum of five (5) hours pay at time and one half (1 1/2 X) pay or actual hours worked, whichever is greater. The call-in provision shall apply only when the work required was not arranged with the employee prior to the call-in and the work is not continuous with the next scheduled shift. An extension or early report to a scheduled shift does not qualify the employee for the call-in pay. When an employee is on call-in and a second problem develops while the employee is on site, the employee will address the second problem if qualified to do so. The call-in rate of pay will automatically revert to straight time at the start of an employee's regularly scheduled shift. There shall be no duplication or pyramiding of overtime or premium hours.

In the event that an employee is called in within four (4) hours of the start of **their** regularly scheduled shift, the employee will be granted the option to start **their** shift early at the conclusion of the call-in. The employee must clock out at the conclusion of the call-in and clock in to start **their** regular shift.

In the event an employee is called in more than one (**1**) time in a twenty-four (24) hour period, they will be paid five (5)

hours pay at time and one half (1 1/2 X) pay or actual time worked, whichever is greater.

11.13 In the event the Company determines a call-in is necessary, the Company will call in employees qualified to perform the necessary work on the basis of seniority utilizing an established rotation list.

11.14 Double (2X) time shall be paid for all hours worked in excess of twelve (12) consecutive hours when the work is contiguous with a scheduled shift whether the duration is due to an extension of the shift or due to a call-in prior to the start of the shift.

11.15 With respect to overtime or additional hours worked due to a call-in, the Company maintains the sole right to send an employee home for safety or any other legitimate business reasons. In the event that an employee is sent home and is unable to complete a regularly scheduled shift under these circumstances, they will be paid at the applicable rate available under the terms of this Collective Agreement had the employee actually completed their regularly scheduled shift.

11.16 Employee's required to attend Company meetings prior to or after their shift or on their scheduled day off shall be paid at time and one half (1 1/2 X) the straight time for the actual time in attendance at the meeting.

11.17 Sunday Premium

All work performed on Sunday, shall receive two dollars and fifty (\$2.50) cents per hour additional. For purposes of this Sunday Premium, Sunday is defined as the twenty-four (24) hour period from 6:00 a.m. Sunday to 6:00 a.m. Monday.

Only hours actually worked during this prescribed period shall be compensated at the additional two dollars and fifty (\$2.50) cents per hour.

- 11.18 The Company shall provide designated time clocks for employees. It is the responsibility of each individual employee to personally clock in at the beginning of their shift and clock out at the end of their shift.

Article 12 – Rest and Meal Periods

- 12.01 Each workday, any employees covered by this Collective Agreement shall receive two (2) paid rest periods of fifteen (15) minutes in length during said shift. To the extent possible, rest periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their work stations beyond the allotted rest period time.
- 12.02 All employees working eight (8) hour shifts or more will have a paid meal break of thirty (30) minutes in length. Supervisors will schedule meal periods to accommodate operating requirements.
- 12.03 In the event of any overtime worked by an employee immediately after ***their*** regular shift, a meal allowance of thirty (\$30.00) dollars will be included on the employee's pay cheque if there is no possible way that a meal can be brought in to the affected employees when the employee's overtime is in excess of two (2) hours. If the overtime is to last at least two (2) hours, the employee shall be allowed a fifteen (15) minute rest period at the beginning of the overtime period and after each two (2) hours of overtime worked.

Article 13 – Holidays

13.01 The following twelve (12) days shall be observed as legal holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Day	Employee's Birthday

13.02 Should applicable legislation add to or remove from the aforementioned holidays, those changes shall be adopted for the remaining term of this Agreement (with the exception of the Employee's Birthday which shall remain a holiday).

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

13.04 Should it become necessary to work any of the aforementioned holidays, it shall be paid for at time and one half (1 1/2 X).

13.05 Should a Statutory Holiday/Employee's Birthday fall on an employee's normal posted day off or if the Company does not require the employee to work on a given Statutory Holiday/Employee's Birthday, they shall receive Statutory Holiday pay in accordance with their normal daily shift.

Article 14 – Wages

- 14.01 During the term of this Collective Agreement, should the Company desire to change the rates of pay as set out in Article 14, they will meet with the Union to discuss and agree on any changes prior to their implementation.
- 14.02 All employees are paid bi-weekly. Each paycheque will include earnings for all work performed through the end of the previous payroll period.
- 14.03 In the event that a regularly scheduled payday falls on a day off (e.g. a weekend or holiday), employees will receive pay on the last day of work before the regularly scheduled payday.
- 14.04 Employee's pay will be directly deposited into their bank account.
- 14.05 Wage Schedule:

<u>Classification</u>	Current	June 1/20	June 1/21	June 1/22
Maintenance	\$43.07	\$43.07	\$43.50	\$44.37
Operator 1	\$35.97	\$35.97	\$36.33	\$37.06
Operator 2	\$33.49	\$33.49	\$33.82	\$34.50
Laboratory:				
After Probationary Period	\$31.55	\$31.55	\$31.87	\$32.51
After 12 Months Seniority	\$32.99	\$32.99	\$33.32	\$33.99
Labourer:				
Full-Time	\$23.74	\$23.74	\$23.98	\$24.46
Part-Time	\$22.99	\$22.99	\$23.22	\$23.68
Temporary	\$22.99	\$22.99	\$23.22	\$23.68
Student	\$19.77	\$19.77	\$19.97	\$20.37

Probationary Rates:				
Operator 1 – Trade	\$38.77	\$38.77	\$39.16	\$39.94
Operator 1 – Non-Trade	\$33.49	\$33.49	\$33.82	\$34.50
Operator 2	\$32.16	\$32.16	\$32.48	\$33.13
Laboratory	\$28.11	\$28.11	\$28.39	\$28.96

Year 1 – **0%**

Year 2 – **1%**

Year 3 – **2%**

The Company shall determine in its sole discretion if a job opening occurs for the labourer classification. Job bidding or bumping shall apply to the labourer classification, however, qualifications for placement from this position to any other will be determined at the sole discretion of Management, subject to the grievance process but not subject to arbitration.

Lump Sum Payment

All regular full-time employees on staff at the time of ratification of the Collective Bargaining Agreement, shall receive a lump sum payment of **one thousand six hundred and fifty (\$1,650.00)** dollars as soon as is reasonably possible following the ratification of the Collective Agreement.

14.06 Off Shift Bonus

A shift premium of two (\$2.00) dollars per hour will be paid for all work between 6:00 p.m. and 6:00 a.m.

14.07 Relief Rates

Employees assigned to perform duties in relief of a senior operator shall receive the higher senior operator rate for the duration of the assignment.

Article 15 – Vacations

15.01 Vacation time off with pay is available to eligible regular full-time employees as follows:

15.02 The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule.

Vacation Earning Schedule:

After one (1) completed year	two (2) weeks
After three (3) completed years	three (3) weeks
After eight (8) completed years	four (4) weeks
After twelve (12) completed years	four (4) weeks + five (5) days pay without time off at the employee's base rate, immediately following the employee's twelfth (12 th) year, and subsequent years' anniversary.

Following twelve (12) completed years, the employee has the option of taking four (4) weeks vacation + five (5) days pay without time off at the employees regular rate, or taking five (5) weeks vacation, as described in Article 15.02.

Definitions for clarifications:

8 hour shift	= 40 hours/week	= 5 days/week
10 hour shift	= 40 hours/week	= 4 days/week
12 hour shift	= 84 hours/two weeks	= 7 days/two weeks

- 15.03 The length of eligible service is calculated on the basis of a “benefit year”. This is the twelve (12) month period that begins when the employee starts to earn vacation time.
- 15.04 Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. However, before vacation time can be used, a waiting period of three hundred sixty-five (365) calendar days must be completed. After that time, employees can request use of earned vacation time including that accrued during the waiting period.
- 15.05 Paid vacation time can be used in minimum increments of one (1) week based on one (1) full shift basis. To take vacation, employees should request advance approval from their Supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Senior employees with three (3) or more weeks of vacation entitlement shall be allowed to schedule a maximum of three (3) consecutive weeks during the months of July and August to allow other employees an opportunity to schedule vacation during those months. The Company agrees to allow up to five (5) vacation days of earned vacation to be taken each vacation year one (1) day at a time, contingent on the Company’s ability to do so without affecting operation and without additional cost. One (1) day at a time vacation generally must be requested one (1) week in advance. Exceptions may be allowed by the Company on a non-precedent setting basis for extenuating circumstances.
- 15.06 Vacation pay is calculated as a percentage of the gross wages an employee earns during the year of employment. Where the vacation entitlement is two (2) weeks, vacation pay is four (4%) percent of earnings in the entitlement year; where the entitlement is three (3) weeks, the vacation pay is six (6%)

percent of earnings; where the entitlement is four (4) weeks, the vacation pay is eight (8%) percent of earnings. The vacation year shall run from January 1st to December 31st.

- 15.07 Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work.
- 15.08 Employees may be required to utilize their vacation during plant shutdown at the Company's discretion.
- 15.09 All employees otherwise entitled to a vacation under the terms of Article 15.01 through Article 15.10 of this Agreement shall be entitled to a full vacation as therein described provided they have actually worked for a minimum of fifteen hundred (1500) hours in their vacation eligibility year. Employees who work or are paid for less than fifteen hundred (1500) hours in their vacation eligibility year shall be entitled to ten (10%) percent of the vacation that they would otherwise have earned for each one hundred fifty (150) hours worked or paid for in said vacation eligibility year.
- 15.10 Through mutual agreement between the Company and an individual employee, the Company may elect to offer a vacation buy back of up to fifty (50%) percent of the employees earned vacation at a rate equal to the value of the vacation time at the time of the buy back offer.
- 15.11 Management shall provide, in writing and as soon as possible, the status of all vacation requests to all employees.

Article 16 – Jury Duty

- 16.01 The Company encourages employees to fulfill their civic responsibilities by serving jury duty when required.
- 16.02 The Company will make up difference of money received as payment for jury duty and their regular base hourly wage for regular full-time employees covered by this Agreement for a period not to exceed fifteen (15) working days per calendar year, unless the employee using all efforts to be excused is not excused.
- 16.03 Employees must show the jury duty summons to their Supervisor as soon as possible so that the Supervisor may make arrangements to accommodate their absence. If an employee is discharged from court duty by noon, the employee shall return to work and complete the shift. All employees serving on jury duty shall automatically revert to day shift work for the duration of their jury service.
- 16.04 Either the Company or the employee may request an excuse from jury duty if, in the Company's judgment, the employee's absence would create serious operational difficulties.
- Should an employee be required to serve on jury duty during the employee's vacation period, they shall be afforded the opportunity to reschedule their vacation.
- 16.05 The Company will continue to provide all insurance benefits for the full term of the jury duty absence.
- 16.06 Vacation, sick leave, and holiday benefits, will continue to accrue during paid jury duty leave.

- 16.07 No employee will be paid anything other than the employee's regular vacation pay if the employee serves on jury duty during the employee's vacation period.
- 16.08 Subject to all terms and conditions of Article 15 of the Collective Agreement, an employee may at **their** option reschedule vacation times if a previously scheduled vacation conflicts with service on jury duty.

Article 17 – Witness Duty

- 17.01 The Company encourages employees to appear in court for witness duty when subpoenaed to do so.
- 17.02 If employees have been subpoenaed as witnesses by the Company, they will receive paid time off for the entire period of witness duty.
- 17.03 The Company agrees to pay the difference between straight time wages and payment received for any employee who is subpoenaed as a Crown Witness and who is not a party to the action. Payment will be for hours **they** would have normally worked during **their** service as a witness and shall not exceed fifteen (15) days per calendar year, unless the employee using all efforts to be excused is not excused.
- 17.04 Vacation, sick leave, and holiday benefits will continue to accrue when an employee is issued a notice to attend (subpoena) as a witness.
- 17.05 The Company will continue to provide health insurance benefits for the full term of the witness duty absence.

17.06 The subpoena should be shown to the employee's Supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

Article 18 – Family Leave

18.01 Where possible, and/or where required by law, Rahr Malting Canada Ltd. provides family leaves of absence without pay to eligible employees who require to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child, or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider. These leaves of absence are to be without loss of seniority and with accrual of the same.

18.02 As soon as eligible employees become aware of the need for a family leave of absence, they should request a leave from their Supervisor. Requests for family leave will be evaluated based on a number of factors including anticipated workload requirements, staffing considerations, and hardship to the Company operations during the proposed period of absence. Requests that cannot be accommodated may be denied or deferred except where the law requires that the leave be provided.

18.03 Employees requesting family leave related to the serious health condition of a child, spouse, or parent may be required to submit a health care provider's statement verifying the need

for a family leave to provide care, its beginning and expected ending dates, and the estimated time required.

- 18.04** Eligible employees shall be granted up to the maximum maternity or parental leave available or applicable by law. Any combination of maternity or parental leave may not exceed the fifty (50) week maximum limit as provided by law without consent of the Company, or unless there are health related reasons related to a pregnancy. Should this occur, the Company may require the employee to supply a doctor's certificate with regard to the commencement and termination of the health-related reasons for absence from work. Subject to the terms, conditions, and limitations of applicable law, all eligible couples are restricted to a combined total of up to fifty (50) weeks leave within any twelve (12) month period for childbirth, adoption, or placement of a foster child.
- 18.05** Subject to the terms, conditions, and limitations of the applicable plans, Rahr Malting Canada Ltd. will continue to provide health insurance benefits for a maximum of up to fifteen (15) weeks in any twelve (12) month period for any combination of family leave granted to an employee. All costs for the continuation of any benefit(s) beyond the annual fifteen (15) week maximum, will be the sole responsibility of the employee.
- 18.06** Benefit accruals, such as vacation and holiday benefits, will continue up to a maximum of fifteen (15) weeks in any twelve (12) month period during any family leave granted to an employee. If an employee receives family leave in excess of fifteen (15) weeks in any twelve (12) month period, benefit accruals will be suspended until such time as the employee returns to active employment with Rahr Malting Canada Ltd.

- 18.07 So that an employee's return to work can be properly scheduled, an employee on family leave is requested to provide Rahr Malting Canada Ltd. with at least two (2) weeks advance notice of the date the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.
- 18.08 If an employee fails to return to work on the agreed upon return date, Rahr Malting Canada Ltd. will assume that the employee has resigned unless the employee can show that such failure to return was for valid and legitimate reasons.

Article 19 – Bereavement Leave

- 19.01 If an employee wishes to take time off due to the death of an immediate family member to make necessary arrangements, the employee should notify **their** Supervisor immediately.
- 19.02 Up to four (4) days of paid bereavement leave will be provided to eligible regular full-time employees in the event of the death of a member of their immediate family. As an exception to the foregoing, a regular full-time employee shall be entitled to up to five (5) paid days of bereavement in the event of the death of a spouse, parent, or child.
- 19.03 Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as overtime bonuses or shift differentials.
- 19.04 The Company will continue to provide health insurance benefits for the full term of the bereavement leave of absence.
- 19.05 Vacation, sick leave, and holiday benefits, will continue to accrue during the bereavement leave of absence.

- 19.06 Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the Supervisor's approval, use available paid leave for additional time off as necessary.
- 19.07 The Company defines "immediate family" as the employee's spouse, legal dependant, parent, child, or sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents, grandchildren, or step relatives. Special consideration will also be given to any employee whose association with any person is similar to the above relationships.
- 19.08 Employees who have been requested to be pallbearers shall be granted such time off without pay as is reasonable to attend the funeral, however, it is not to exceed one (1) day.

Article 20 – Union Activities

- 20.01 Subject to operational requirements, the Company agrees to grant time off without pay for up to two (2) employees selected by the Union for Union business. At the discretion of Management, an exception may be made to allow three (3) members to be absent at the same time for the purposes of negotiations of this Collective Agreement.

Leaves for purposes other than negotiations, shall not normally exceed thirty (30) days in total for the bargaining unit for the contract year, unless mutually agreed otherwise between the Company and the Union.

The Union will provide the Company with a minimum of two (2) weeks written notice. No request will be unreasonably withheld.

At the written request of the Union, time spent on Union business by employees identified above will be considered as time worked for all purposes under the Collective Agreement; as such the Union will reimburse the Company for wages and benefits paid to the employees.

20.02 The Company will continue to provide health insurance benefits for the full term of the Union leave of absence.

20.03 Vacation, sick leave, and holiday benefits, will continue to accrue during the Union leave of absence.

Article 21 – Union Representative Visit

21.01 An authorized representative or executive officer of the Union shall be permitted, after notifying Management, to talk with an employee regarding Union matters. Whenever possible, such meetings will be conducted during the hours of 6:00 a.m. and 8:00 p.m., Monday through Friday. The interview of such employee by the Union Representative shall be carried on in a place provided for and designated by the Company. Any such arrangements shall insure that such access shall not interfere with work duties or work performance. Such consultations shall, over a one (1) calendar year period, average no more than fifteen (15) minutes per employee per month, however, if additional time is deemed necessary, a request for an extension of time may be made to Management and the Management will not unreasonably deny such a request for an extension.

Article 22 – Union Bulletin Board

- 22.01 A bulletin board will be provided for by the Union and be placed in the lunch room or another mutually agreed upon location and be designated for Union notices only. All notices must be signed by a member of Management prior to posting.

Article 23 – New Employee Orientation

- 23.01 The Company agrees to allow the Union up to a fifteen (15) minute presentation **with a Shop Steward or Union Representative** that will be included in all new employee orientations **within two (2) weeks of any newly hired employee's first day of work on the Company premises and on Company time**. The purpose of the presentation will be to help the new employees understand the rights afforded them as members of the Union and to introduce the Union officials representing them.

Article 24 – Health and Safety

- 24.01 The Company shall institute and maintain all reasonable precautions for safeguarding the health and safety of its employees. Both the Company and the Union recognize their mutual obligations to assist in the prevention, correction, and elimination of unhealthy and unsafe working conditions and practices. All employees shall adhere to all safe work practices. Wearing of approved safety footwear and hard hats is mandatory, as specified in the safety manual, as is other safety equipment outlined in Article 10 of the current Contract.
- 24.02 All injuries sustained during work hours, no matter how trivial, must be reported to the Manager or in **their** absence, the Duty

Manager, before completion of the shift. The employee must record the incident in the “Accident Record Book”.

- 24.03 Employees who are unable to report to work due to illness or injury should notify their direct Supervisor before the scheduled start of their workday. The direct Supervisor must also be contacted on each additional day of absence or less frequently with the prior approval of the Company.
- 24.04 A physician’s statement must be provided verifying the disability and its beginning and expected ending dates. Such verification may be requested for other Short Term Disability absences as well and shall be required as a condition to receiving Short Term Disability benefits.
- 24.05 The Union and Company agree to maintain the existing Health and Safety Committees for the duration of this Agreement and minutes of the meetings will be made available.
- 24.06 All employees on the Health and Safety Committee shall receive orientation from Management in health and safety matters.

Article 25 – Insurance, Health, and Pension Benefits

- 25.01 A summary of the Health and Welfare Plans, as provided and paid for by the Company, is set out below. These plans are governed by the policies issued by the insurance companies concerned, the provisions of the Pension Plan, and the rulings of the appropriate government authority. The Company reserves the right to change Insurance carriers, policies and/or coverage and if this is done, will maintain as a minimum, the same level of coverage.

- 25.02 Alberta Health Care Insurance Plan.
- 25.03 Weekly Indemnity Plan (**sixty-six and two thirds** (66 2/3%) **percent** of basic weekly wage, to a maximum of **one thousand two hundred and fifty (\$1,250.000)** dollars). Coverage is as defined under the terms of the plan.
- 25.04 Long Term Disability **sixty** (60%) **percent** of basic monthly earnings, to a maximum of three thousand (\$3,000.00) dollars). Coverage is as defined under the terms of the plan.
- 25.05 Extended Health and Benefit Drug Plan: The plan will cover eighty (80%) percent of drugs subject to the terms and conditions of the plan.
- 25.06 Dental Plan: The Basic Dental Plan is currently defined as the “Mutual Group” Plan. Claims will be paid per current fee schedules – ninety (90%) percent basic, major restorative fifty (50%) percent, subject to the terms and conditions of the plan.
- 25.07 Group Life Insurance: Effective after three (3) months; Subject to the terms and conditions of the plan.
- 25.08 Before Retirement: Term Life – one (1X) times annual basic wage.
- 25.09 Pension Plan: Contributory RRSP Program at five (5%) percent of base wage subject to the terms and conditions of the plan. It is understood that this includes contributions during vacation time.
- 25.10 Vision Care Plan: Per terms and conditions of the Plan – two hundred and fifty (\$250.00) dollars every two (2) years for adults and dependent children for eyeglasses and contact lenses.

25.11 Per terms and conditions of the Plan Death Benefit: ten thousand (\$10,000.00) dollars for a spouse and five thousand (\$5,000.00) dollars for each child.

Article 26 – Grievance and Arbitration

26.01 All differences between the Company, the Union, and/or the employees who are subject to this Collective Agreement relating to the term of this Agreement or to the interpretation, application, administration, or alleged contravention thereof, or to any alleged violations shall be settled and disposed of exclusively in the manner herein provided.

26.02 Grievances submitted on behalf of employees must be submitted promptly and they must be submitted by the Union on behalf of employees to the immediate Supervisor within fourteen (14) days of the event grieved. Failing settlement with the Supervisor, the grievance must be submitted in writing for settlement by a representative of the Union to a representative of the Company, who shall meet within two (2) weeks, unless mutually agreed otherwise and endeavor to settle the matter.

26.03 Any grievance not submitted in writing to the Company within fourteen (14) days from the date of the alleged violation shall be deemed waived and forfeited for all purposes. Should the parties be unable to reach a mutually satisfactory agreement within two (2) weeks, either party desiring arbitration may notify the other party, in writing, within fourteen (14) days thereafter, whereupon the matter shall be submitted to an arbitrator, who shall be a disinterested person, and who shall be mutually selected by the Company and the Union. In the event that an agreement as to who should arbitrate the difference cannot be reached, either party may apply to the

appropriate Minister of Labour for a list of seven (7) prospective arbitrators to be forwarded to each of the parties. Upon receiving the list, the parties shall strike names, first by the party requesting arbitration then alternately until only one (1) name remains. The remaining Arbitrator shall hear and arbitrate the case. The arbitrator shall render a decision as soon as possible following **their** appointment, and the decision shall be final and binding upon both parties only insofar as the decision relates directly to the items enumerated in the original complaint.

- 26.04 Time limits referred to in this article may be extended by mutual agreement and must be specified in writing.
- 26.05 The arbitrator shall not have the right or power to add to, take away, amend, modify, change, or disregard any of the provisions of this Agreement, and **they** may consider and decide only the particular grievance presented.
- 26.06 The expense and fee of the arbitrator shall be borne equally by the Company and the Union.
- 26.07 A grievance may not be submitted to arbitration unless the demand for arbitration is made by the party demanding same in writing to the other party within sixty (60) days after the occurrence which gave rise to the grievance.

Article 27 – No Strike, No Lockout, No Limitation of Production

- 27.01 During the term of this Agreement or extension thereof, there shall be no strikes by the Union or the employees, or lockouts by the Company. For the purpose of this Agreement a strike is defined as any intentional slowdown in or interference with the rate of production, interruption of production or

suspension of work, or any work stoppage. It is further agreed that the Union and its members, individually and collectively, will not honor picket lines, unlawful or otherwise, on or by Company's premises.

27.02 In the event that a breach of this no-strike article occurs, the officers of the Local Union will promptly make earnest efforts to bring about a prompt termination of the strike and will continue such efforts until the employees return to work. If the officers of the Local Union make every possible effort, the Local Union shall not be responsible in damages for the strike.

27.03 Any employee during the term of this Collective Agreement or extension thereof who participates in, advances, or leads a strike shall be subject to disciplinary action up to and including discharge and the penalty imposed by the Company shall not be subject to review in the grievance and arbitration procedure except for the purpose of determining whether the grievant actually participated in the strike. There shall be no limitation of production of any of the employees nor shall output of any machinery be restricted. Adequate help shall be provided. There shall be no abuse of this condition on the part of either side.

Article 28 – Prior Agreements

28.01 This Agreement shall supersede, except as otherwise expressly provided herein, any prior understandings and past practices, whether oral or written, made between any parties with respect to employees covered by this Agreement.

Article 29 – Duration, Termination

- 29.01 This Collective Agreement shall be in full force and effect from June 1st, **2020**, to May 31st, **2023**, and cancels and replaces all previous contracts and agreements.
- 29.02 Between sixty (60) and one hundred twenty (120) days prior to May 31st, **2023**, or the May 31st in any renewal terms created by operation of Article 29.04, either party to this Collective Agreement may serve on the other party, notice in writing to commence collective bargaining for the purpose of entering into a new Collective Agreement.
- 29.03 When notice to commence collective bargaining has **been** served pursuant to Article 29.02, the Collective Agreement shall be deemed to continue to apply to the parties, notwithstanding any termination date in the Agreement, until a new Collective Agreement is concluded or a strike or lockout commences.
- 29.04 If no notice in writing is served in accordance with Article 29.02, the Collective Agreement will be automatically renewed for a further one (1) year term. The provisions in Articles 29.02, 29.03, and 29.04 will apply to any further renewal term or terms, such that the Collective Agreement will continue to be renewed for further one (1) year terms if no notice to bargain is given in accordance with Article 29.02.

Signed this _____ day of _____ **2021.**

Rahr Malting Canada Ltd.:

United Food & Commercial
Workers Canada Union, Local
No. 401:

For the Company:

For the Union:

Mike Mayne
Jesse Theis
Cody Marshall
Jenifer Schad
Bren Schauf
Aaron Eernisse

Raymond Clark
Mike Andriatz
James Soper
Abdi Guled
Joe Irving

This Agreement was ratified on **November 30th, 2020.**

Letters of Understanding

Letter of Understanding #1 – Establishing Work Classifications

When the Company wishes to establish new classifications and wages or significantly modify job content for purposes of improving efficiency of operations, the Company will notify the Union in advance of its intention to conduct such adjustments.

Upon request from the Union, the parties will meet and confer prior to implementations thereby giving the Union opportunity to familiarize itself with the adjustments.

Letter of Understanding #2 – Apprenticeship Program – May 29th, 1998

In the event that during the term of the current Collective Agreement, the Company determines a need to establish an Apprenticeship Program, the Company agrees to meet with representatives of Local 401 to discuss the terms and conditions under which such a program could be implemented.

Letter of Understanding #3 – Educational Assistance/Business Travel Policy

Rahr Malting Canada Ltd. recognizes that the skills and knowledge of its employees are critical to the success of the organization.

The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within Rahr Malting Canada Ltd.

Rahr Malting Canada Ltd. will offer the opportunity to apply for educational assistance to all employees who have completed one (1) calendar year of service in an eligible employment classification. To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily, in the opinion of Management, through completion of each course. Regular full-time employees are eligible for educational assistance. Temporary, summer temporary, part-time, and/or casual employees are not eligible to participate in this program.

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable-future position in the organization in order to be eligible for educational assistance. Rahr Malting Canada Ltd. has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable-future position. Employees should contact their immediate Supervisor for more information or questions about the application process for educational assistance. Final authorization for participation in this program will be determined by the Company President or *their* designate. Reimbursement will only be provided for tuition directly related to an approved course after confirmation of successful course completion. Employees approved to participate in this program shall do so on their own time. A participant's time spent in the classroom, independent study, travel, or expenses, for books, tools, course materials, and any other similar related costs will be the sole responsibility of the participant and will not be eligible for reimbursement.

While educational assistance is expected to enhance employees' performance and professional abilities, Rahr Malting Canada Ltd. cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases. Rahr Malting Canada Ltd. reserves the right to revise, modify, or discontinue this policy at the sole discretion of the Company.

Company Required Training

Time involved in actual class attendance for Company required training scheduled in place of the employees' regularly scheduled work day will be paid at the employees' regular straight time daily rate for each full day of classroom attendance. If off site training on a regularly scheduled work day is completed by noon and travel time back to the plant site is less than one hundred (100 km) kilometres, the employee shall be required to return to the site to complete their regularly scheduled shift.

Time involved in actual classroom attendance for Company required training that is continuous with an employee's normally scheduled workday shift will be treated as time worked for the purposes of computing pay.

Persons involved in full day training sessions will revert to day shift for the purposes of computing pay for each day in training. Employees will be provided the option of a combination of working and training hours up to a maximum of their normally scheduled work week.

When the Company requires attendance for on site or local training on an employee's scheduled day off, actual time spent in training sessions shall be treated as time worked for purposes of computing pay.

Business Travel

Rahr Malting Canada Ltd. will reimburse employees for reasonable business travel expenses incurred while on assignments for the Company away from the normal work location. All business travel must be approved in advance by the immediate Supervisor.

Employees whose travel plans have been approved should make all travel arrangements through Rahr Malting Canada Ltd.'s designated travel agency.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by Rahr Malting Canada Ltd. Employees are expected to limit expenses to reasonable amounts.

Expenses that generally will be reimbursed include the following:

- * Airfare or train fare for travel in coach or economy class or the lowest available fare.
- * Car rental fees, only for compact or mid-sized economy cars.
- * Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- * Taxi fares, only when there is no less expensive alternative.
- * Mileage costs for use of personal cars, only when less expensive transportation is not available.
- * Cost of standard accommodations in low to mid-priced hotels, motels, or similar lodgings.
- * Reasonable cost of meals, no more lavish than would be eaten at the employee's own expense.
- * Tips not exceeding fifteen (15%) percent of the total cost of a meal or ten (10%) percent of a taxi fare.
- * Charges for telephone calls, fax, and similar services required for business purposes.
- * Reasonable charges for one (1) personal telephone call each day.
- * Charges for laundry and valet services, only on trips of five (5) or more days. (Personal entertainment and personal care items are not reimbursed.)

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate Supervisor. Vehicles owned, leased, or rented by Rahr Malting Canada Ltd. may not be used for personal use without prior approval.

Additional expenses arising from non-business related activities or travel are the responsibility of the employee.

When travel is completed, employees should submit completed travel expense reports within thirty (30) days. Reports should be accompanied by receipts for all individual expenses.

Employees should contact their Supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

Letter of Understanding #4 – Rotation Schedule

The Company will offer employees a rotation schedule when the Company requires employees to work on Christmas and Boxing Day, which will provide, where possible, that an employee will not be required to work two (2) consecutive Christmas or Boxing Day holidays so long as all shifts are adequately covered with a qualified staff in the opinion of Management and no additional costs for staffing these shifts are incurred by the Company.

Letter of Understanding #5 – Holidays and Scheduling Days Off in Lieu

The Company agrees that if scheduling permits and adequate coverage exists without additional cost to the Company, it will continue its practice of scheduling paid days off in lieu for select holidays (as listed in Article 13) to employees working in the lab. At the sole discretion of Management, on a case-by-case basis the Company may extend this practice to other employees in the workplace where deemed practical.

Lieu time will be given with the following criteria:

Up to Two (2) Stat in-Lieu Day, per calendar year.

Employee must have one (1) week of vacation booked (or already taken).

1. Only one employee from crew/stat day.
2. Stat must fall on your regular scheduled day off.
3. Must be in the same pay period as stat day.
4. Cannot be taken if any other crew member on vacation.
5. Vacation days will take precedence over lieu days.
6. Must be requested a minimum of one (1) week in advance. Exceptions may be allowed by the Company on a non-precedent setting basis for extenuating circumstances.

The In Lieu Policy is being extended on a trial (non-precedent setting) basis, and is subject to modifications or at the sole discretion of Management, can be discontinued at any time. This attempt by the Company to accommodate some form of In Lieu opportunity does not establish any ongoing obligation or liability on the part of Management, and is conditionally offered under the terms of the Letter of Understanding # 5 – Holidays and Scheduling Days Off in Lieu.

In Lieu Form

<u>For Stat Days</u>	<u>Circle</u>	
Employee has one week of vacation booked:	Yes	No
Only one employee from crew/Stat Day:	Yes	No
Is there other crew members on vacation:	No	Yes
Is there a minimum of one week notice:	Yes	No
Is the Stat day on your day off:	Yes	No

If any of the **Highlighted** answers circled, lieu time will be denied.

Date of Request _____

Lieu Day and Stat Reference _____

Crew _____

Accepted or Denied (please circle)

Employee Signature _____

Supervisor Signature _____

Comments: _____

All Lieu time requests will be kept on file.

Letter of Understanding #6 – Personal Days

Subject to operational requirements and at no additional cost to the Company, the Company agrees to grant up to three (3) personal days in half (1/2) day increments in a calendar year.

The employee will provide the Company with a minimum of three (3) days (thirty-six (36) hours) written notice. No request will be unreasonably withheld in an emergency situation.

Shift Pattern Options

APPENDIX A

2021	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
TEAM-1			D	D			D	D	D				N	N	N				D	D			N	N	N	N		
TEAM-2	D	D				N	N	N				D	D			N	N	N	N					D	D			D
TEAM-3	N				D	D			N	N	N	N					D	D			D	D	D				N	N
TEAM-4		N	N	N	N					D	D			D	D	D				N	N	N					D	D
Loadout 1		D	D	D	D				D	D	D	D				D	D	D	D					D	D	D	D	
Loadout 2			D	D	D	D				D	D	D	D				D	D	D	D					D	D	D	D
MAINT A		D	D	D	D				D	D	D	D				D	D	D	D					D	D	D	D	
MAINT B			D	D	D	D				D	D	D	D				D	D	D	D					D	D	D	D
Lab		D	D	D	D	D			D	D	D	D	D			D	D	D	D	D				D	D	D	D	D
DEC/JAN	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2
JAN	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
JAN/FEB	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
FEB/MAR	28	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
MAR/APR	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
APR/MAY	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
MAY/JUN	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
JUN/JULY	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
JULY/AUG	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14
AUG/SEPT	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11
SEPT/OCT	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9
OCT/NOV	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6
NOV/DEC	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4
DEC/JAN	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1

Duty 1	
Duty 2	
Duty 3	
Duty 4	
STAT	B

Maint A	Maint B
Millwright	Millwright
Electrician	Millwright
Millwright	Electrician
Welder	

Team 1
OP1
OP2
OP2

Team 2
OP1
OP2
OP2

Team 3
OP1
OP2
OP2

Team 4
OP1
OP1
OP1

Loadout 1 : OP1, OP2

Loadout 2: OP2

Malt Lab: Labtech, Labtech

Signed this _____ day of _____ **2021.**

Rahr Malting Canada Ltd.:

United Food & Commercial
Workers Canada Union, Local
No. 401:

For the Company:

For the Union:

Mike Mayne
Jesse Theis
Cody Marshall
Jenifer Schad
Bren Schauf
Aaron Eernisse

Raymond Clark
Mike Andriatz
James Soper
Abdi Guled
Joe Irving

This Agreement was ratified on **November 30th, 2020.**