

COLLECTIVE AGREEMENT

between

MASTERFEEDS INC.
Red Deer, Alberta
(hereinafter called “the Company”)

- and -

UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401
(hereinafter called “the Union”)

Renewal: April 30th, **2025**

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Preamble

Recognizing that the welfare of the Company and that of its employees depends upon the welfare of the business as a whole, and recognizing further that a relationship of goodwill and mutual respect between the Company and its employees can contribute greatly to the maintenance and increase of that welfare, the parties to this contract join together in the following Agreement. The parties agree to carry out the provisions of this Agreement in a spirit of goodwill, tolerance, and understanding.

Wherever the words “he”, “his”, or “him” appear in this Agreement they shall be construed as to include the feminine gender.

Article 1 – Recognition

- 1.1 The Company recognizes the Union as the exclusive bargaining agent for a unit comprising: “all employees of Masterfeeds Inc., working at the Red Deer, Alberta Plant, excluding office and sales staff, security personnel, foremen, Supervisors, and Managers”.
- 1.2 Non-bargaining unit personnel shall not perform work that would normally be performed by members of the bargaining unit except when such performance:
 - (a) Is clerical in nature or for the purpose of instructing, training, experimenting, demonstrating, and/or placement of an employee who is absent from their job during the day.
 - (b) Is for the purpose of overcoming production difficulties caused by the absence of an employee up to one-half (**1/2**) day. In such cases the Company will obtain suitable replacements as soon as reasonably possible.

(c) Is limited to occasional work, negligible in amount, where a bargaining unit member is not readily available.

1.3 A representative of the Union and each new employee shall be allotted fifteen (15) minutes with pay forthwith after the hiring of such new employee for the purpose of informing the new employee as to the application and operation of the Collective Agreement and the administration of the Union.

Article 2 – Management Rights

2.1 Subject only to the provision of this Agreement, the management and operation of the business and the equipment, direction, promotion, transfer, lay-off and suspension, discharge, or other discipline of employees for just cause, shall be vested solely in the Management of Company. Management will not exercise its rights unreasonably.

2.2 The Company retains the right to contract out work or services not regularly performed by members of the bargaining unit, including, but not limited to, renovations, construction, janitorial, and security services, and the delivery and transporting/trucking of feed and raw materials.

2.3 Notwithstanding the foregoing, the Company retains all rights not expressly limited by the terms of this Agreement.

Article 3 – Wages

3.1 The base rate and job classifications are set out in Appendix “A”.

3.2 Lead Hands

A lead hand will be paid an additional rate as posted in Appendix “A”, over their assigned job rate of pay. Assignment as a lead hand will be based on seniority, provided the employee possesses suitable qualifications for the role. A lead hand will not act as Supervisor. A lead hand does not have the authority to hire, fire, or discipline employees. They remain a member of the bargaining unit.

3.3 Application of Job Rates

- (a) (i) Employees shall receive the applicable wage rates provided for in the wage rate schedule for the job or jobs they perform, when they become qualified.
- (ii) “Qualified” as used above shall be interpreted to mean ability to regularly perform the job without instruction or assistance. Except by agreement with the Union the period of qualifying shall not exceed six (6) weeks, after which the rate shall be paid.
- (iii) This Article is subject to the application of Article 3.3 (c) below as it pertains to new employees.
- (b) (i) When an employee is regularly assigned to more than one job, they shall be paid an hourly wage rate determined by bringing into account the actual percentage of time worked on the highest rated job, and the balance of the total time worked on the next highest rated job. When the two highest rated jobs are the same rate, the employee’s wage rate shall be based upon these rates.

- (ii) Where an employee regularly works fifty (50%) percent or more of their time on the highest rated job, they shall be paid that rate.
- (c) A newly hired employee commences at the start rate and is subject to the appropriate rates laid out in Appendix "A". Wage adjustment credit for past experience in a related industry will be considered at the discretion of Management, upon demonstrating prior skills and experience.
- (d) When an employee is required temporarily to fill a higher rated job, they shall receive the higher rate, provided they are qualified in accordance with Article 3.3 (a) (ii), but if required temporarily to fill a lower rated job they shall receive their regular rate.

****Note:** The higher rate means the rate of the higher rated job that is equal to or next above their own rate.

- (e) When, as a direct result of the introduction of new equipment, a job is discontinued, and the incumbent is transferred to a lower rated job, their rate shall not be reduced for a period of one (1) year, including periods of lay-off.

3.4 Establishing Rates for New or Changed Jobs

Where the Company introduces a new job within the scope of the bargaining unit, it shall notify the Union in writing of the wage rate. Following discussions, if the Union disagrees with the rate, it may refer the issue directly to arbitration, provided notice of the referral is given to the Company within sixty (60) days from the date the Union was notified of the wage rate.

Article 4 – Union Security

4.1 Payment of Dues

The Company agrees to deduct from each employee's pay on each pay-day and in the case of new employees beginning with their second pay-day, the regular Union dues and will transmit an electronic listing for the total sum of the amounts so deducted to the Secretary Treasurer of the Local Union on or before the tenth (10th) day of the following calendar month. Each electronic remittance will indicate the amount deducted from each employee on each payday, and the total amount deducted from each employee in that period.

The Local Union will advise the Company of the amount of Union dues to be so deducted.

4.2 Assessments

Special assessments if levied in accordance with the Constitution and By-laws of the Union will be deducted from members of the Union upon proper notification from the Union.

4.3 Initiation Fees

The Company agrees that upon receipt of written authorization in the form of a signed Union Membership Card, it will deduct from the wages of employees joining the Union after the ratification of this Agreement, the initiation fee due from them to the Local Union on the first pay-day of the following calendar month and shall remit the same to the Secretary Treasurer of the Local Union on or before the fifteenth (15th) day of the calendar month.

4.4 Membership

The Company agrees that it shall be a condition of employment that any employee, who at the date of the signing of this Agreement was a member of the Union in good standing, shall maintain such membership.

Employees hired on or subsequent to the date of the signing of this Agreement shall, as a condition of employment, become members of the Union within thirty (30) days following the date of their employment and shall thereafter, maintain membership in the Union in good standing. The Union will supply the Company with new employee membership applications forms. The Company will procure from each new employee the necessary signature on the membership application form within the above-mentioned thirty (30) days period.

4.5 Address List

In the first week of January and every six (6) months thereafter, or as otherwise agreed, the Company shall provide the Local Union with a list of all employees covered by this Agreement, showing names, addresses and postal codes, and Social Insurance Numbers as currently indicated in the Company records.

Article 5 – Officers and Shop Stewards of the Union

5.1 The Union agrees to appoint or elect and the Company to recognize a Shop Steward to deal with matters affecting employees in the plant. Officers and Shop Stewards as referred to throughout this Agreement shall be employees with seniority working for the Company. A list of the Shop Steward and officers shall be supplied to the Company. The Company shall be

advised immediately by the Union in writing of any changes in this list.

5.2 Union Business

The Company recognizes that Shop Stewards and officers have duties and responsibilities towards and on behalf of the Union and are required at times to leave their jobs to investigate and process grievances, or discuss with Supervision other matters affecting employees.

The Union recognizes that Shop Stewards and officers are employees of the Company and as such have jobs to perform on behalf of the Company. When it becomes necessary for officers or Shop Stewards to leave their jobs to attend to the above matters, they will give the Operations Manager as much advance notice as possible, and arrangements will be made by the Operations Manager to leave their jobs with no loss of pay as soon as reasonably possible.

Article 6 – Grievance and Arbitration Procedure

- 6.1 The formal grievance procedure below shall not preclude an employee or a Union Representative from discussion with the Operations Manager any matter pertaining to the Agreement but, for the purpose of instituting a grievance, such discussions shall not be considered as part of the grievance procedure.
- 6.2 The Union or the Company may file a policy grievance in appropriate circumstances. A policy grievance is defined as a difference concerning the interpretation or application of this Agreement, which seeks to enforce an obligation of the Company to the Union or the Union to the Company. A policy

grievance must be filed within sixty (60) days following the grieving party's knowledge of the alleged breach.

6.3 Any dispute concerning the interpretation, application, administration, or alleged violation of this Agreement shall be considered a grievance and shall be handled in the following manner:

1st Step Between the aggrieved employee with a Shop Steward and the Operations Manager.

Grievances presented at this step may be in writing and shall contain a brief statement of the grievance, and the correction requested.

If the Company does not arrange to hold a meeting within three (3) working days following request for such meeting, the grievance shall advance to the second step of the grievance procedure. A decision shall be rendered within five (5) working days following the meeting.

2nd Step Between the Union Representative and the Operations Manager.

Grievances at this step shall be in writing. If the Company does not arrange to hold a meeting within five (5) working days following request for such meeting, the grievance may be advanced to arbitration. A decision shall be rendered within five (5) working days following the meeting. The five (5) working day period may be extended upon mutual agreement between the parties.

A Shop Steward of the Union may attend meetings with the Operations Manager.

If settlement is not reached through the grievance procedure, the grievance may be referred to arbitration. The Union shall notify the Company within thirty (30) days following the 2nd Step decision of their intention to refer the matter to arbitration. The time limit referred to in this paragraph may be extended by mutual agreement between the parties in writing.

The Union may, by written notice to the Company, withdraw its grievance at any stage of the grievance procedure.

6.4 A group grievance may be filed where the dispute directly affects two (2) or more employees and could otherwise be properly pursued as separate individual grievances. A group grievance shall list all employees affected by the grievance.

6.5 If an employee so desires, they may be accompanied by a Union Representative when being interviewed during an investigation by a Management representative, where a matter is being discussed that could reasonably lead to discipline.

Note: An employee who is subject to discipline or discharge shall have a Union Shop Steward present for any meeting with the Company where discipline or discharge is discussed.

6.6 Working Days

For the purpose of this Article the term “working days” shall not include Saturday, Sunday, or any paid holidays.

6.7 Wage Grievance

When a grievance which affects the present rate of pay of an employee is settled and as a result of such settlement the employee receives an increase in their rate, the increase shall

be paid retroactively to the date the error was made or such other period as may be agreed upon.

6.8 Disciplinary Notifications

The Company shall notify the Union in writing with a brief statement of the reasons for the action taken within two (2) working days, if an employee is dismissed, suspended, or disciplined. Where notification of dismissal, suspension, or discipline is not given within two (2) working days, and, if a grievance is to be filed, it may be submitted within ten (10) working days of the receipt of the notice by the Union.

6.9 Dismissal, Suspension, or Discipline

If an employee is dismissed, suspended, or disciplined for any reason whatsoever and feels that they have been unjustly dealt with, a grievance may be filed under Step One above provided it is presented in writing within ten (10) working days of notification by the Company of the dismissal, suspension, or discipline. If subsequently it is decided that the employee was unjustly dismissed, suspended, or disciplined or, that the degree of penalty was inappropriate to the offence, they shall be reinstated in their former position with all rights accrued to them under this Agreement and shall be compensated for all time lost at their regular rate of pay, or granted such lesser compensation for lost wages as may be deemed fair in the circumstances.

Sunset Clause

All discipline shall be removed from the employee's disciplinary record after a period of eighteen (18) months following issuance of the discipline, provided that the employee's record has been discipline-free in the eighteen (18) month period.

Notwithstanding the foregoing, where the conduct attracting discipline involves Human Rights violations and/or violence in the workplace, this Article shall not apply.

In the case of a dismissal for theft that is proven before an arbitrator, the arbitrator has no authority to change the penalty of dismissal.

- 6.10 Should the employee or the Union fail to adhere to any time limit under this Article, the grievance shall be deemed to be abandoned. However, any time limit in the grievance procedure may be extended by mutual consent between both parties to this Agreement and such consent must be signed and in writing.

6.11 Arbitration

Prior to proceeding to arbitration, the parties may mutually agree to utilize the services of a Grievance Mediator. However, if the parties are unable to resolve the grievance, they retain their right to proceed to arbitration.

Written notice of a referral of a grievance to arbitration shall include a name or a list of names of the person(s) the referring party is willing to accept as the arbitrator. The party receiving the notice, if it accepts one of the persons suggested to act as arbitrator, shall within seven (7) calendar days notify the other party accordingly and the grievance shall be submitted to that arbitrator. In the event that the party receiving the notice does not accept any of the proposed persons as arbitrator, it shall within seven (7) calendar days notify the other party accordingly and send a name or a list of names of the person(s) it is willing to accept as a single arbitrator. If the parties fail to agree to an Arbitrator then the Minister of Labor may be requested by either party to appoint a qualified person to act as the arbitrator.

The Union may, by notice in writing to the Company, withdraw a grievance from arbitration at any time.

The single arbitrator shall hear and determine the matter and shall issue a decision, which shall be final and binding upon all parties concerned. The arbitrator shall not make any decision inconsistent with the provisions of this Agreement or make any decision, which would change this Agreement.

The parties shall share the cost of the single arbitrator equally. Each party shall pay its own costs including those of its representatives and witnesses.

Article 7 – Hours of Work and Overtime

7.1 This Article defines the normal hours of work and provides the basis for calculating overtime. It shall not be construed as a guarantee of days of work per week or as a restriction on the scheduling of a longer or shorter workweek or work day whenever, in the opinion of the Company, this is required for business reasons.

7.2 Normal Work Schedule

The normal hours of work of an employee shall consist of eight (8) consecutive hours per day. The normal workweek shall consist of forty (40) hours per week, with two (2) consecutive days off per week. Overtime according to the provisions of this Agreement shall be payable after eight (8) hours in a day or forty (40) hours per week if an employee is required to work in excess of the normal work day or normal work week.

7.3 The Company will post a normal hours of work schedule and provide a copy to a Union Representative when it is changed.

An employee required to work before or after their scheduled hours of work shall receive the applicable overtime rate.

- 7.4 Overtime shall be paid at the rate of one and one half (1½X) times the regular hourly rate in circumstances where the employee has been required to perform work in excess of the normal workday or normal workweek. For all hours worked in excess of twelve continuous hours twice (2X) the regular rate shall replace the one and one half (**1 1/2**) rate.
- 7.5 The Company will give, when possible, at least forty-eight (48) hours' notice to employees when their individual shift schedule is changed.
- 7.6 The Company has the right to add or delete the number of shifts it will operate per day or week. The Company will give as much notice as possible to affected employees in the event that the Company decides to change the number of shifts due to operational reasons such as (short term lack of work or increase in work).
- 7.7 The Company agrees that it will consult with the Union before changing a shift schedule and, when feasible, before altering an individual's schedule. As part of the consultation process, the Union may submit an alternative schedule in writing.
- 7.8 A change of shift schedule may at times reduce an employee's pay below the weekly normal hours of work in the short term, yet will not result in a lay-off. The Company will endeavor whenever possible to keep this occurrence at a minimum by assigning employees to other jobs such as, housekeeping, to provide the employee with a normal hours of work week.

7.9 Weekend Shift

In the event the Company determines that work is required on a Saturday or Sunday, it shall, where possible, provide at least twenty four (24) hours advance notice of that requirement. The available work will be offered to qualified and capable employees in order of their seniority. In the event insufficient numbers of employees accept the opportunity, the Company may assign the work to qualified and capable employees in reverse order of seniority.

An employee so working on a Saturday shall receive one and one half ($1\frac{1}{2}X$) times their regular hourly rate for all hours actually worked, provided that the minimum amount they can so receive is the equivalent of four (4) hours pay at their regular hourly rate. When so working on a Sunday, the employee shall receive two ($2X$) times their regular hourly rate for all hours actually worked, provided that the minimum amount they can so receive is the equivalent of four (4) hours pay at their regular hourly rate.

7.10 Emergency Call-in

The Company shall pay an employee called in to perform work approved by Management and not continuous with their regular work nor previously scheduled by the Company at least four (4) hours pay at one and one half ($1\frac{1}{2}X$) times their regular hourly rate. If the employee actually works more than four (4) hours, they are entitled to payment for all hours so worked at one and one half ($1\frac{1}{2}X$) times their regular hourly rate or double time ($2X$) if the work is performed on a Sunday.

Daily Guarantee

Where an employee at work is sent home due to circumstances beyond their control they shall receive a minimum four (4) hours regular pay.

7.11 Shift Preference

Subject to its work and manpower requirements and the qualifications and capabilities of the affected employees, the Company shall give preference for selection of available shifts (e.g. where vacancies occur on days, afternoons, or nights) on the basis of seniority. Implementation of the shift change will take effect at the beginning of the next work week unless agreed otherwise.

7.12 Meal Allowance

Effective June 1, 2015, if employees are required to work in excess of one and one half (1½) hours after the scheduled quitting time, the Company will pay a meal allowance of nine (\$9.00) dollars and allow thirty (30) minutes at regular rates for such a meal break. Employees working on scheduled shifts of less than seven and one half (7½) hours will be entitled to the meal allowance only if they work in excess of nine (9) hours. Effective May 1, 2016, the nine (\$9.00) dollars will be increased to nine dollars fifty (\$9.50) cents.

7.13 Off-Shift Premium

Employees shall be paid a shift premium of sixty (\$0.60) cents per hour for all hours worked after 2:00 p.m. and before 6:00 a.m. This premium shall not be considered as part of such employees' basic rates. Effective May 1, 2011, the sixty (\$0.60) cents will be increased to sixty five (\$0.65) cents per hour.

Effective June 1, 2015, the sixty five (\$0.65) cents will be increased to seventy (\$0.70) cents per hour. Effective May 1, 2016, the seventy (\$0.70) cents will be increased to seventy five (\$0.75) cents per hour. Effective May 1, 2017, the seventy five (\$0.75) cents will be increased to eighty (\$0.80) cents per hour.

7.14 Reporting in

An employee is required to attend their scheduled shifts. When unable to attend, the employee must contact their direct Manager or Supervisor as far in advance as possible of the scheduled start time, giving the reason they are unable to attend work.

Article 8 – Paid General Holidays

8.1 (a) General Holiday Pay

The Company agrees to pay employees eight (8) hours pay at their regular rates for each of the general holidays listed below regardless of the day on which the general holiday is observed.

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

(b) Lay-off or Recall in Holiday Weeks

An employee, if laid off or recalled in the pay weeks in which the general holidays fall, shall receive eight (8) hours pay

at regular rates for such holiday, provided they receive pay for hours worked in such week. Payment will also be made in respect to such holidays, which are observed on Monday to employees laid off on the Friday, Saturday, or Sunday immediately proceeding. Similarly, payment will be made in respect to Saturday holidays to employees laid off on the Friday immediately proceeding.

To qualify for this holiday pay, employees must work out their lay-off notice or report for work on recall when required, as the case may be.

(c) One and One half Time for Work on General Holidays

If employees do perform work on any of the general holidays set forth in (a) above, they shall receive general holiday pay as set forth in (a) above and shall be paid one and one half (1½X) times their regular rates for all hours worked on such days.

If an employee is scheduled to work on any general holiday as a result of the continuous operations of the business they may elect to take another mutually agreed day off in lieu of working on the paid holiday.

(d) Absence – General Holidays

Employees absent on the scheduled work-days next preceding or next following any general holiday shall not be entitled to pay for such holiday unless the absentee received permission from the Company to be absent or was absent because of sickness or for other good cause arising from circumstances beyond their control.

(e) Paid General Holiday during Vacation

If a paid general holiday falls within the employee's vacation period, they may elect to receive general holiday pay as provided in Article 8.1(a) or receive a compensatory day's holiday.

If the employee elects to receive a compensatory day's holiday with pay, it shall be taken at a time to be agreed upon between the Company and the employee. If subsequently the employee does work on the day agreed upon as the compensatory day's holiday, it shall be considered as work performed on a paid general holiday and the employee shall be paid in accordance with the provisions of Article 8.1(c) for that day.

(f) Paid General Holiday During Leave of Absence

(i) An employee on leave of absence will be paid ** general holiday pay when both of the following conditions exist:

(a) If an employee works their last scheduled work-day prior to going on leave of absence; and

(b) If an employee works their scheduled work-day following a paid general holiday.

** In the event that an employee is receiving a Weekly Indemnity or WCB payment on such paid general holiday then the employee shall be entitled to only the amount by which the general holiday pay exceeds such Weekly Indemnity or WCB payment. In no event will this payment go beyond the maximum time limit

as provided by the insurance provider or WCB and further it shall not violate the terms of these providers.

(g) Paid General Holiday during Leave of Absence

- (i) An employee on leave of absence will be paid general holiday pay when either of the following conditions exists:
 - (a) If an employee works the regularly scheduled work-day next preceding a paid general holiday and is on a leave of absence on the regularly scheduled work-day next following that holiday, they shall be eligible for payment of holiday pay for that holiday.
 - (b) If an employee works their last regularly scheduled work-day prior to going on leave of absence and returns to work on the regularly scheduled work-day next following a paid general holiday, they shall be eligible for payment of holiday pay for that holiday.
- (ii) When temporary leave of absence for Union business is granted under the terms of Article 13.2, general holiday pay will be paid to those otherwise eligible when such holidays fall within the period of absence.

Article 9 – Seniority

9.1 Definitions

- (a) Subject to the specific terms of this Agreement, “seniority” shall be established from the date of hire by the Company

or its predecessors. With the exception of casual labor employees.

- (b) "Service" under this Agreement shall mean the employee's cumulative years of employment with the Company or its predecessors but reduced by:
 - (i) time during periods of layoff; and,
 - (ii) time during leaves of absence beyond thirty (30) days.

9.2 Probationary Period

- (a) During an employee's first ninety (90) calendar days of employment, they shall be considered a probationary employee. The Company and the Union may agree on an extension of that period in appropriate circumstances.
- (b) An employee shall have no seniority during their first ninety (90) days of service with the Company. However, after having successfully completed their probationary period, the employee's seniority shall be established from the beginning of the probationary period.
- (c) At any time during the probationary period, or at its conclusion, the employee may be terminated where the Company finds that they are unsuitable for the business and such termination shall not be subject in any manner to the grievance or arbitration procedure.
- (d) Is absent without leave for three (3) days without notice satisfactory to the Company.

9.3 A list showing each employee's seniority date and service date will be prepared and posted on the Plant bulletin board at least

every six (6) months. The same list will also be provided to the Union.

9.4 The seniority of an employee shall be considered broken, all rights forfeited, their name shall be removed from their employment with the Company and there shall be no obligation to rehire when they:

- (a) Resigns or retires.
- (b) Is discharged for just cause.
- (c) Overstays their authorized leave of absence.
- (d) Is absent without leave for three (3) days without notice satisfactory to the Company.
- (e) Is laid off for a period as follows:
 - (i) a seniority employee with less than three (3) years of seniority who is laid off for twelve (12) months.
 - (ii) a seniority employee with three (3) or more years' seniority who is laid off for a period in excess of twenty-four (24) months.
- (f) Fails to report from layoff when recalled or fails to advise of their unavailability for recall.

9.5 When an employee is promoted out of the bargaining unit, they will retain their seniority for a period of twelve (12) months, after which time they will lose all bargaining unit seniority. The employee may return to the bargaining unit provided this return occurs within this twelve (12) month period.

Article 10 – Notice of Layoff

- 10.1 Employees shall be given notice of layoff on the basis of three (3) working days notice for employees with three (3) months' service, and five (5) working days after one (1) year of service. Cancellation of a shift or other circumstances respecting a short-term lack of work for operational reasons is not considered a layoff.
- 10.2 (a) Notice of layoff will be provided in writing to affected employees with a copy to the Union. An employee absent at the time that they would have otherwise have received notice of layoff will be sent the written notice by mail to their last known address in the Company records.
- (b) The notice provided to an employee with seniority who is absent and receiving WCB or compensation sickness/disability benefits will advise them that their formal date of layoff will be the date they are fit to return to work. Such notice is deemed to satisfy the provisions of Article 10.1.

Article 11 – Layoff and Recall

- 11.1 (a) In the event of a reduction of staff, seniority shall apply, provided that the employees remaining can perform the required work satisfactorily or must demonstrate within one (1) week that they will be able to perform the required work satisfactorily.
- (b) Laid off employees shall have the right to recall subject to Article 9.4. In recalling employees from layoff, seniority shall apply provided that the employee to be recalled can perform the required work satisfactorily.

- 11.2 (a) Recalls from layoff will be attempted by telephone and if this means is unsuccessful, the employee will be advised by registered mail at the last address they have made known to the Company. In the latter event, notice to the employee will be deemed to have occurred not more than two (2) days after the date of delivery. Upon being notified, the employee must report to work on the date requested (which shall be at least seven (7) days from notification) or advise the Company of their unavailability within three (3) days. In the latter event, the Company will attempt to recall other qualified employees in order of seniority. If no such employee is on the recall list, the Company may hire from outside the bargaining unit.
- (b) It is the responsibility of the employee to keep the Company informed at all times as to their current address and telephone number.

11.3 Temporary Work Shortage

Where a lay-off is required, a senior qualified employee may request the lay-off. It is at the Company's sole discretion to grant such a request.

Article 12 – Promotions and Job Posting

- 12.1 When the Company elects to fill a permanent job vacancy that occurs within the complement of job classifications covered by this Agreement, notice of such vacancies shall be posted on the Plant bulletin board for at least five (5) working days.
- 12.2 In filling such vacancies, the most senior qualified employee who applies provided they have sufficient abilities to fulfill the job requirements will be awarded the position.

- 12.3 The successful applicant on a posted position shall have a familiarization period in that position for a maximum of thirty (30) calendar days. If during this period, the employee is dissatisfied with the position, or, in the opinion of the Company, does not perform satisfactorily they will be placed back in their former position without loss of seniority. During the familiarization period the employee will be paid the new job rate while working in that position.
- 12.4 In circumstances where the Company deems it necessary to temporarily transfer an employee in order to facilitate coverage for vacations, leaves of absence, weekly indemnity, disability or WCB absences, the Company will give preference to seniority, subject to the requirements of the business and the sufficient abilities of the employee to do the work required. The transferred employee must be able to perform the work with minimal training.

Article 13 – Leaves of Absence

13.1 Jury and Witness Duty

- (a) An employee who is summoned to serve as a juror or witness in Court and who does report for jury duty or Court will be paid an amount equal to the difference between the daily jury fee or Court fee paid by the Court for each day in which they performed **ed** jury duty or appears as a witness in Court and the amount the employee would have earned for their regularly scheduled work.
- (b) In this Article, Court means only a civil or criminal Court of law.

13.2 Union Business

- (a) A leave of absence without pay for Union business or Union training may be granted at the discretion of the Company. Such permission will not be unreasonably withheld.
- (b) The Union shall provide as much written notice as possible when requesting a leave of absence without pay to attend to Union Business. The Company shall have the right to deny the leave if the requested leave unduly hampers operation requirements.
- (c) Not more than two (2) employees at any time shall be granted leave.
- (d) A leave may not exceed thirty (30) days unless approved by the Company.

13.3 General Leave

Except where the Company specifically waives the requirement, all leaves of absence requests shall be made in writing. If a leave is granted by the Company, at its' discretion, it shall be confirmed in writing.

13.4 Bereavement Leave

- (a) In the event of a death in an employee's immediate family, the employee shall be granted a leave of absence of three (3) days with pay in accordance with the conditions contained in this Article. These days represent the day of the funeral, and two (2) additional successive days to be within one (1) week of the funeral.
- (b) "Immediate family" shall mean spouse or common-law partner; parent(s) and the spouse or common-law partner

of the parent(s); foster parent(s); child(ren) and the child(ren) of the employee's spouse or common-law partner; foster child(ren); grandchild(ren); sibling(s); the grandparent(s) of the employee; the parent(s) of the spouse or common-law partner of the employee and the spouse or common-law partner of the parent(s); and any relative(s) of the employee who resides permanently with the employee or with whom the employee permanently resides.

When an employee cannot attend the funeral of an immediate relative because of geographical distance, they shall receive one (1) days' pay at their regular rate for the day of the funeral. Such payment will be made only in respect to absence from work on their regular workday, vacation, and approved leave of absence.

- (c) Probationary employees will be entitled to, and granted, in the event of the death of a member of their immediate family, unpaid bereavement leave on any of their normal successive working days that occur within one (1) week of the funeral, to a maximum of three (3) days unpaid leave. Immediate family will be as defined in Article 13.4 (b).
- (d) For the following relations, an eligible employee shall be granted one (1) day leave of absence with pay for bereavement leave: brother-in-law, sister-in-law.
- (e) The Company may require the employee to furnish verification of the date of the funeral.

13.5 An employee returning from accident or sickness shall, subject to their seniority and providing they can satisfactorily perform the required and available work, be placed on the job previously held or one at an equal rate of pay. Subject to the Canada Labour

Code, this right will expire after their absence continues for a period equivalent to this length of service, to a maximum of two (2) years from the last day worked prior to commencement of leave.

13.6 Summary of Protected Leaves

Statutory Leaves

All statutory leaves and protections provided under Part III of the Canada Labour Code, as amended from time to time, shall apply to this Collective Agreement. As a summary guide only, the current leaves include:

Maternity-related Reassignment and Leave (Sub. 204-205)	Varies
Maternity Leave (Sub. 206)	Up to 17 weeks
Parental Leave (Sub. 206.1)	Up to 37 weeks
Compassionate Care Leave (Sub. 206.3)	Up to 28 weeks
Leave Related to Critical Illness (Sub. 206.4)	Up to 37 weeks
Leave Related to Death of a Child (Sub. 206.5)	Up to 52 weeks
Leave Related to the Disappearance of a Child (Sub. 206.5)	Up to 104 weeks

Article 14 – Vacations

14.1 Vacation Calculated to April 1st

Vacations will be based on service computed to April 1st in the year in which the vacation is to be taken.

(a) First Vacation

Employees who have not had their first vacation will receive one fifty second (1/52nd) of one (1) week’s vacation with pay for each week’s service computed to April 1st in the year in which the vacation is to be taken.

(b) Vacation Scale

In the next and subsequent years, employees will receive vacations with pay based on years of service as follows:

- After one (1) year’s service2 weeks
- After five (5) years’ service3 weeks
- After ten (10) years’ service4 weeks
- After eighteen (18) years’ service5 weeks
- After twenty-five (25) years’ service6 weeks

(c) Method of Calculating Vacation Pay

Vacation pay for each week of vacation shall be calculated as follows: Two (2%) percent of the employee’s previous year’s earnings, exclusive of allowances, or forty (40) hours of pay at the employee’s regular rate, whichever is greater, for each week of eligible vacation. Subject to legislation, employees who have not worked a minimum of six (6) months in the twelve (12) month period shall be paid vacation pay based on the percentage.

14.2 Vacation Season

Vacations may be granted at any time subject to the demands of the business, but the Company will make a sincere effort to grant vacations at times requested by employees. Senior employees shall be given preference. Employees eligible for vacation shall be notified of their vacation periods as far in advance as possible.

Vacation period selection shall be performed in two (2) separate bidding processes. The first round of bidding will permit employees the right to schedule up to the first **three (3)** weeks of their vacation entitlement. The first round of vacation bidding shall be completed by March 31st, and the results posted by April 1st. Employees may schedule their remaining vacation entitlement at the second round of bidding. The second round of vacation bidding shall be completed by April 30th, and posted by May 1st.

14.3 Vacations on Termination

- (a) When a probationary employee ceases employment they will be paid four (4%) percent of their regular pay earned.
- (b) When an employee with seniority ceases employment, they will be paid:
 - (i) Their unused earned vacation pay for the vacation year ending on the last preceding April 1st; and,
 - (ii) The appropriate percentage based on their vacation scale applied to their regular earnings from the last preceding April 1st to their last day of employment (e.g. after one (1) year's employment, four (4%) percent;

after five (5) years employment, six (6%) percent, etc.).

- (iii) Vacation pay will not be paid to an employee in lieu of taking their vacation unless such circumstance is the result of terminating employment.

14.4 No Carry Over of Vacations

Except as set out below, an employee shall take their vacation in the vacation season in which they become eligible and vacation periods shall not be accumulated from year to year.

An employee eligible for four (4) or more weeks of vacation may, by prior agreement with their Operations Manager, accumulate any vacation entitlement in excess of three (3) weeks to be taken at a later time convenient to the Company, taking into account the wishes of the employee. Such accumulated vacation may be taken only in full weeks and shall be taken prior to the employee's retirement.

Article 15 – Safety and Health

- 15.1 The Company shall make reasonable provisions for the safety and health of its employees at the Plant during their hours of employment, including the provision of necessary protective devices.
- 15.2 The Union will appoint or select two (2) employees to act as members of a Plant Safety Committee. Two (2) members of Management will be appointed and will also sit on the Committee. The Committee will meet monthly or as required under the Canada Labour Code, and may make recommendations on matters affecting the safety and health of

employees. The members of the Plant Safety Committee will, on a rotating basis, conduct monthly workplace inspections pursuant to the Canada Labour Code. The parties agree that there shall be one (1) co-chairperson selected from the Union side and one (1) co-chairperson selected from the Management side who will be responsible to chair the meetings and for the posting of the minutes on the designated Health and Safety Bulletin Board on an alternating basis.

- 15.3 Safety footwear allowance of up to two hundred forty (\$240.00) dollars in a two (2) year period, on proof of employee purchase. The Company further agrees to provide two (2) pairs of coveralls each calendar year to each employee, unless extenuating circumstances require an additional pair. Effective May 1st, 2012, the two hundred forty (\$240.00) dollars safety footwear allowance amount shall be increased by ten (\$10.00) dollars to two hundred fifty (\$250.00) dollars. Effective May 1st, 2014, the two hundred fifty (\$250.00) dollars safety footwear allowance amount shall be increased by ten (\$10.00) dollars to two hundred sixty (\$260.00) dollars.
- 15.4 The Company agrees to supply the employees with tools, coveralls, gloves, rubber boots, vests, hardhats, and clothing, as it deems necessary.
- 15.5 The Company and the Union are committed to a safe working environment, and safe and early return to work following an employee injury or illness. The Company will endeavour to accommodate the employee's physical limitations, including payment of regular wages while attending medical appointments and therapies related to the injury or illness. The employee will schedule such appointments to minimize time away from the workplace whenever possible.

- 15.6 It is the employee's responsibility to take, in accordance with Company rules and procedures, reasonable precautions with respect to working in a safe manner with others as well as for their own safety, including the use of all appropriate safety clothing and equipment when required by those procedures and to part take in all training requirements.

Article 16 – Health Benefits

- 16.1 Provided an employee successfully completes the probationary period, meets the qualifying periods of employment for coverage and meets any other requirements for participation as determined by the Company or the insurer, the Company agrees to pay all or a portion of the premiums for the listed benefits below:

- (a) Life Insurance^{**}: Basic – one hundred (100%) percent Company paid; Optional – fifty (50%) percent Company paid.

Effective May 1st, 2015, the Company will pay the premium cost for employee's life insurance coverage in the amount of fifty thousand (\$50,000.00) dollars for employees actively at work at the time.

Effective June 1st, 2015, the Company will pay the premium cost for employee's life insurance coverage in the amount of fifty-five thousand (\$55,000.00) dollars for employee's actively at work at the time.

Effective May 1st, 2016, the Company will pay the premium cost for employee's life insurance coverage in the amount of sixty thousand (\$60,000.00) dollars for employee's actively at work at the time.

- (b) Weekly Indemnity – one hundred (100%) percent Company paid.
- (c) Long Term Disability Coverage – sixty-five (65%) percent Company paid.
- (d) Major Medical – one hundred (100%) percent Company paid.
- (e) Dental – Effective June 1st, 2010 – eighty (80%) percent Company paid.
- (f) Vision Care – Effective June 1st, 2015, the two hundred forty-five (\$245.00) dollars will be increased by five (\$5.00) dollars to two hundred fifty (\$250.00) dollars.

Effective May 1st, 2016, the two hundred fifty (\$250.00) dollars will be increased by five (\$5.00) dollars to two hundred fifty-five (\$255.00) dollars.

Effective May 1st, 2017, the two hundred fifty-five (\$255.00) dollars will be increased by five (\$5.00) dollars to two hundred sixty (\$260.00) dollars.

- (g) Prescription drug card – Subject to the terms and conditions of the governing group insurance plan, such Direct Pay Drug Card shall be based on a Simple Generic prescription drug plan, with a five (\$5.00) dollar deductible per prescription.

- 16.2 (a) The provisions of the group benefits plans and insurance policies as amended from time to time by the Company or the insurance carrier shall govern with respect to the benefits provided. These documents shall not be

considered part of or be considered incorporated into the Collective Agreement, nor shall the Company be considered an insurer. The Company retains the right to change insurance carriers provided that the benefit levels are maintained at the same levels.

- (b) The Company agrees that if it changes insurance carriers or benefit coverage, it will notify the Union and the employees of any resultant changes in coverage or benefits.

16.3 Alberta Health Care Insurance Plan

In the event that the Alberta Government reinstates the practice of employee premiums, the Company will pay the full cost of the employee premiums for those enrolled in the Alberta Health Care Insurance Plan and in accordance with the Plan's terms.

Article 17 – Pension

17.1 Defined Benefit Pension Plan

Employees hired prior to May 22, 2015, and who are currently participating in or who will become eligible for the Defined Benefit Pension Plan will continue to participate in the Masterfeeds Inc. Defined Benefit Plan in accordance with the Plan's terms and conditions.

17.2 Defined Contribution Pension Plan

New employees hired on or after May 22, 2015 will not be offered the Defined Benefit Pension Plan provided by Masterfeeds Inc. Such new employees hired after said date will be offered the

Masterfeeds Inc. Defined Contribution Plan in accordance with the Plan's terms and conditions.

Article 18 – Discrimination and Harassment

- 18.1 It shall continue to be the policy of the Company and of the Union not to discriminate against any employee because of race, colour, creed, nationality, sex, religious beliefs, or Union activity.

The Company will not tolerate harassing conduct that creates an intimidating, hostile, or offensive work environment. Harassment consists of unwelcome conduct, whether verbal or physical.

Article 19 – Valid Agreement

- 19.1 If any provision of this Agreement is declared invalid by any court or administrative agency of competent jurisdiction, a decision shall not invalidate the entire Agreement. The parties intend that all other provisions remain in full force and effect. The parties further agree to amend this Agreement to fully comply with requirements of applicable law.

Article 20 – Government Regulations

- 20.1 It is mutually agreed that no demand shall be made by either party upon the other which in any way contravenes laws, orders, or regulations issued by, or under authority of, the Governments of Canada or Alberta or such agency as may be deputed by either Government in regard to wages, bonuses, hours, conditions of labour, or other related matters.

Article 21 – Union Bulletin Board

- 21.1 The Company shall provide a bulletin board on its premises for the posting of official Union notices, provided the Company views the notices as non-controversial in nature. The Union agrees to refrain from distributing any other notices or publications upon the Company's premises, unless prior approval of Management is first obtained.

Article 22 – Strikes and Lockouts

- 22.1 While this Agreement is in force, the Union will not authorize, promote, direct, condone, or encourage any strike, slow-down, or other curtailment or restriction of production or interference with work in or about the Company's plant or premises nor will employees participate in any such actions. The Company will not lockout employees while this Agreement is in force.

Article 23 – Severance Payment

- 23.1 When it becomes necessary to close the plant or a substantial portion of the plant and the Company does not offer other employment to the employee who is permanently displaced, a severance payment will be paid to such terminated employee on the basis of one (1) week's base rate of pay for each completed year of service.

One (1) months' notice will be provided to the Union prior to the expected date of the plant closure.

The foregoing severance payment for each employee is subject to the following:

- (a) Is eligible providing the employee is actively employed by the Company or is carried on the lay-off list;
- (b) Is eligible providing the employee is off on an authorized sick leave or receiving worker's compensation and continues to hold seniority for a period of up to one (1) year from date of injury* or illness* (* this is subject to Alberta's Workers' Compensation Act and federal labour laws);
- (c) Is eligible providing the employee continues to work for the Company in a satisfactory manner for as long as their services are required.
- (d) Will not be eligible for a severance payment if the closing down of the plant is the result of a war, strike, walkout, work stoppage, slowdown, or other cessation of work, terrorism, fire, explosion, government action, or act of God;

It is understood that receipt of a severance payment cancels seniority and the employee is deemed terminated. If later rehired, no seniority will be reinstated.

Article 24 – Duration of Agreement

- 24.1 This Agreement shall be in full force and effect from May 1st, **2022** until April 30th, **2025** and thereafter from year to year, unless either party gives notice in writing of termination or of amendment of not more than ninety (90) days and not less than thirty (30) days prior to the date of expiration.
- 24.2 This Agreement shall remain in full force and effect while collective bargaining is ongoing and until either party acquires its respective legal right to strike or lockout pursuant to the Canada Labour Code.

Signed this _____ day of _____, **2022.**

Masterfeeds Inc.,
Red Deer, Alberta

United Food and Commercial
Workers Canada Union,
Local No. 401

Company Committee:

Bargaining Committee:

Lorne Curtis
Sylvia MacLure
Larry Seifried
Julie Horne

Dave Dumbleton
Dennis Gilbertson
Tony Evangelista

This Agreement was ratified on **June 30, 2022.**

Appendix "A"

<u>Job Classifications</u>	Current 1-May- 21	Year 2 1-May- 22	Year 3 1-May- 23	Year 4 1-May- 24
Casual Labour	\$ 21.50	\$ 22.36	\$ 23.03	\$ 23.61
<u>Starting Rate (Full- Time/Part-Time)</u>	\$ 21.78	\$ 22.65	\$ 23.33	\$ 23.91
*Warehouse/Bagger	\$ 26.46	\$ 27.52	\$ 28.34	\$ 29.05
*Bulk Shipping & Rec'ing	\$ 26.46	\$ 27.52	\$ 28.34	\$ 29.05
*Pellet Mill Operator	\$ 27.29	\$ 28.38	\$ 29.23	\$ 29.96
*Mixer	\$ 28.02	\$ 29.14	\$ 30.02	\$ 30.77
*Maintenance (no trade ticket) (1)	\$ 31.48	\$ 32.74	\$ 33.72	\$ 34.56
Maintenance (with trade ticket) (2)	\$ 37.88	\$ 39.40	\$ 40.58	\$ 41.59

*PROGRESSION OF THEIR POSTED JOB RATE

AFTER 3 MONTHS	85% of Their Posted Job Rate
AFTER 6 MONTHS	90% of Their Posted Job Rate
AFTER 9 MONTHS	95% of Their Posted Job Rate
AFTER 12 MONTHS	100% of Their Posted Job Rate

- (1) Note: Recognizing the issue of attracting appropriately qualified maintenance employees, it is understood that the Company may pay newly hired employees a wage rate at any one of the 3-6-9-12 Levels.
- (2) Note: This Maintenance (with trade ticket) position shall have no progression.
- (3) Note: Maintenance (with a ticket(s)): It is Management's right to determine the type of Alberta trade ticket required for Maintenance.

- (4) Note: When the Maintenance (2 levels – with trade ticket, and no trade ticket) is offered and accepts overtime work that is not maintenance work, they will be paid the applicable job rate.

Lead Hand Premium: A lead hand will be paid seventy (\$0.70) cents per hour over their assigned job rate of pay for all hours worked while performing the functions of lead hand. Assignment as a lead hand will be based on seniority provided the employee possesses suitable qualifications for the role. A lead hand will not act as Supervisor. A lead hand does not have the authority to hire, fire, or discipline employees. They remain a member of the bargaining unit.

Letters of Understanding

1. Red Circle Arrangement

It is understood that the current incumbent who is currently a Warehouse/Bagger on the date of the 2008 Collective Agreement ratification has a rate of **eighteen dollars seventy-one** (\$18.71) **cents**. They are deemed posted into that position. Effective May 1, 2007 their deemed posted rate of **eighteen dollars seventy-one** (\$18.71) **cents** will receive the general increases until such time they post into another job and then such rate will apply.

2. Continental Shift Program

Throughout the course of collective bargaining, the parties discussed the implementation of a twelve (12)-hour continental shift schedule when the Company deems it necessary. To simplify the introduction and operation of this new Continental Shift Program, the parties hereby agree that this letter of understanding will govern all terms and conditions thereof, supplanting parallel articles in the collective Agreement; for example: hours of work and overtime definitions contained in this letter are deemed to replace related provisions of Article 7.

Terms and Conditions

- 1. The applicable employees will work three (3) twelve (12) hour shifts per work week for a total of thirty-six (36) hours; however, employees will be paid for forty (40) hours at straight time for that work week.***
- 2. Shifts will be 6:00 a.m. to 6:00 p.m. (days) and 6:00 p.m. to 6:00 a.m. (nights).***
- 3. Shift premium will be paid on the night shift only.***
- 4. Overtime will be paid in any workday beyond twelve (12) hours in a day and beyond forty (40) in a work week at a rate of one and one half (1 ½X) times the hourly base rate.***

5. **Work performed between Saturday 6:00 p.m. and Sunday 6:00 p.m. will be paid at a rate of two (2X) times the hourly base rate.**
6. **Employees agree that meal allowances will not be paid on regularly scheduled twelve (12) hour shifts.**
7. **Employees will receive three (3) fifteen (15) minute breaks as scheduled by the Company.**
8. **In the case where an employee is called in or is scheduled to work an occasional overtime shift, they will be paid a meal allowance if that shift exceeds ten (10) hours and if the overtime shift exceeds twelve (12) hours said employee shall be paid two (2) meal allowances for that shift.**
9. **If an employee requests a single vacation day, that day will be paid at thirteen point three (13.3) hours.**
10. **If the Company find that production demands and requirements decelerate the house of work will revert back to eight (8) hour shifts and Article 7 – Hours of Work and Overtime will be followed. In such circumstances, the Company will endeavour to provide as much notice as possible and not less than that prescribed in Article 10.1 of the Collective Agreement.**
11. **Any modifications to the arrangement will be by mutual consent of the parties, failing which it may be subject to the grievance procedure.**

3. Part-Time Position

During the course of collective bargaining, the parties discussed the part-time Maintenance position currently in existence. It is agreed that this position will, subject to operational needs, be continued status quo.

For greater clarity, “status quo” as used herein means that the part-time position may be regularly scheduled to work up to four (4) shifts per week, including weekends, and will be paid at the

appropriate rate of pay for its assigned job class. The position will not participate in the health care benefits plan or the pension plan; however, all other terms and conditions of the Collective Agreement shall apply.

Signed this _____ day of _____, **2022.**

Masterfeeds Inc.,
Red Deer, Alberta

United Food and Commercial
Workers Canada Union,
Local No. 401

Company Committee:

Bargaining Committee:

Lorne Curtis
Sylvia MacLure
Larry Seifried
Julie Horne

Dave Dumbleton
Dennis Gilbertson
Tony Evangelista

This Agreement was ratified on **June 30, 2022.**