

# COLLECTIVE AGREEMENT

BETWEEN:

PREMIER HORTICULTURE LTD  
ATHABASCA, ALBERTA  
herein referred to as the "the Company"

- and -

UNITED FOOD AND COMMERCIAL WORKERS  
CANADA UNION, LOCAL NO. 401  
herein referred to as "the Union"

Renewal: June 1<sup>st</sup>, **2027**

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## PREAMBLE

THIS COLLECTIVE AGREEMENT MADE

BY AND BETWEEN PREMIER HORTICULTURE LTD. –  
Athabasca, Alberta, hereinafter referred  
to as the “Company”,

AND UNITED FOOD AND COMMERCIAL  
WORKERS CANADA UNION, LOCAL  
NO. 401, hereinafter referred to as the  
“Union”.

### Article 1 – Purpose of Agreement

- 1.01 The Company and the Union desire to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service, to support the Company, to develop and to extend its operations, and to set forth herein the basic agreements and understanding covering rates of pay, hours of work, grievance procedures, and conditions of employment. All parties to this Agreement are committed to work together so that the Company can be the most efficient producer of quality products as the means to achieve a fair return and continuing security for employees and the Company.
- 1.02 Whenever the singular, masculine or feminine, is used in this Agreement, it shall be considered as if the plural, feminine or masculine, has been used where the context so requires.

## Article 2 – Scope

- 2.01 The Company recognizes the United Food and Commercial Workers Canada Union, Local No. 401, as the sole bargaining agent for “All employees in Athabasca and area” within the scope of the Certificate Number: 211-2010 issued by the Alberta Labour Relations Board on September 20<sup>th</sup>, 2010.
- 2.02 All employees shall notify the Company in writing of any change in name, address, or telephone number, either temporary or permanent. The Company shall provide the Union with a list containing the current names, addresses, start date, job title, rate of pay, and telephone numbers of all bargaining unit employees, at the beginning of April, July, and September.

## Article 3 – Management Rights

- 3.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Company to manage its operations and direct the work force, including but not limited to the following:
- (a) The right to maintain order, discipline, and efficiency, formulate and enforce rules and regulations, policies and practices, the right to discipline, suspend, demote, and discharge employees for just cause.
  - (b) The right to organize and re-organize the work of employees, and to direct, select, hire, transfer, assign to jobs and shifts, promote, classify, lay off, and recall employees.

- (c) The right over all operations, buildings, machinery, and equipment, including the right to determine the location of operations, the expansion, curtailment, or discontinuation of operations; the right to subcontract work; the right to schedule operations and number of shifts; the right to determine methods, processes, and means of production, job content, quality and quality standards; the right to use improved methods, machinery, and equipment; the right to decide on the number of employees needed at any time; the number of hours and days to be worked and starting and quitting times.

3.02 In administering this Agreement, the Company shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

3.03 All employees of the Company who are excluded from the bargaining unit, shall not perform any work that is normally performed by members of the bargaining unit except as follows:

- (a) For purposes of training or testing, ***R&D projects, inspection, or experimentation;***
- (b) And to maintain priority operations such as harvesting, harrowing, loader operation, and maintenance, until the end of the shift, when fully trained bargaining unit employees are not available to perform the work.

#### Article 4 – Union Security

4.01 The Company agrees to retain in its employ within the bargaining unit as outlined in Article 2 of this Agreement, only

members of the Union in good standing. The Company shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form.

- 4.02 The Company agrees to provide each new employee and rehired employee, at the time of employment, with a form letter and Union application form, supplied by the Union, outlining to the employee *their* responsibility in regard to the payment of Union dues and initiation fees.
- 4.03 The Company agrees to forward the application form, duly completed, to the Union within fourteen (14) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the completed application form, the contents to be such that it is acceptable to the Company.
- 4.04 The Company agrees that no employee shall in any manner be discriminated against, coerced, restrained, or influenced on account of membership in the Union or by virtue of holding office in the Union, or by reason of any activity or lack of activity in the Union.
- 4.05 The Union agrees that neither its officers, members, or persons employed directly or indirectly by the Union, shall discriminate or intimidate persons who are not members of the Union.

## Article 5 – Union Dues Check-Off

- 5.01 The Company agrees to deduct from the wages of each employee, such Union dues, initiation fees, and assessments as are authorized by the Union. The Company further agrees



to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within fifteen (15) calendar days following the end of the Company's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Company shall also provide the Union, when remitting the monthly cheque, ***a written statement of the names of the employees for whom the deductions were made, total hours for each week, and the amount of each deduction separated by dues and other assessments***, any name change of employees, and names and termination dates of employees who have terminated their employment in that accounting period. Upon mutual agreement, the Company may submit the dues electronically in a manner accepted by both parties.

***Upon request, the Company shall discuss with the Union to ensure that the Union dues, initiation fees, and any other assessments are being deducted and remitted properly and correctly.***

***If the Company has made errors or omissions, they shall correct the situation.***

- 5.02 Each year the Company shall calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T-4 slip for each employee no later than February 28<sup>th</sup>.

**5.03 UFCW Training and Education Fund**

***Starting from June 1<sup>st</sup>, 2022, the Company will pay a flat rate of one hundred (\$100.00) dollars per year into the UFCW 401 Training and Education fund.***

***This payment is done once a year, upon reception of an invoice to that effect.***

**Article 6 – Employees Rights**

**6.01** There shall be no discrimination, coercion, interference, or restraint by the Company or by the Union or by any representative of either party against any employee because of race, creed, colour, gender, age, disability, or national origin. The Company will include a copy of its harassment policy in the hiring package presented to every new employee.

**6.02** ***The Company recognizes the vital role that employees play in the success of the business. The Company agrees that all employees should be treated with fairness, dignity, and respect in all circumstances.***

**6.03** ***The Company will not tolerate retaliatory acts that it is aware of against those who, in good faith:***

- (i) provide information through an investigation; or***
- (ii) participate in an investigation; or***
- (iii) make a complaint against the Company.***

***For sake of clarity, a disciplinary measure is not considered as a retaliatory act.***

## Article 7 – Union Activity on Company Premises

- 7.01 Union activities shall be allowed on Company time and on Company property, but only where expressly covered by the Collective Agreement. Official representatives of the Union shall be granted access to the Company's premises in carrying out their regular Union duties after arrangements, acceptable to both parties, have been made with the Operations Manager or ***their*** designate. Such arrangements will not be unreasonably denied.
- 7.02 The Company shall allow the Union to install its own bulletin board on the Company's premises and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by the Collective Agreement. The location of the bulletin board shall be acceptable to the Company and be situated in a prominent place.
- 7.03 The Company shall permit the Union to supply and install the Union's decal on the front door and/or front window of the Company's premises at a location acceptable to the Company.
- 7.04 The Company agrees to include a handout supplied by UFCW in the literature provided to the new employees during their induction.

### **7.05 Union Orientation for New Employees**

***At the end of a new employee orientation session the Shop Steward or Union Representative will be allowed fifteen (15) minutes of paid time to address new employees.***

## Article 8 – Union Representation

- 8.01 The Company will recognize four (4) Shop Stewards, provided they are employees of the Company who have acquired seniority under this Collective Agreement. The Union shall notify the Company in writing whenever there is a change in the list of the Shop Steward elected or designated. The Company shall not be required to recognize any employee as a Shop Steward unless **they have** acquired seniority and unless the Company has received such notice in writing from the Union. Election of Stewards may be carried out on Company premises, outside working hours, following arrangements, acceptable to both parties, with the Operations Manager or **their** designate, covering the time and location of such activity.
- 8.02 The Union acknowledges that the Shop Stewards have their regular work to perform as employees of the Company and it is therefore agreed that they shall not leave their work to investigate or process a grievance or undertake any other Union business on the Company's premises during working hours without prior consent of their Bog Supervisor or **their** designate. Such consent will not be unreasonably withheld.
- 8.03 The Company will provide the Union with copies of all disciplinary action documents delivered to employees by the end of the next business day.

## Article 9 – Strikes and Lockouts

- 9.01 During the term of this Agreement, there shall be no strikes, slowdowns, stoppages of work, or other interferences whatsoever with the performance of the work of the Company by its employees, nor shall there be any lockouts by the Company.

## Article 10 – Job Postings for Vacancies and Promotions

10.01 Vacancies for any position and all new positions within the scope of this Agreement shall be posted within five (5) working days from which the vacancy occurred and employees shall be allowed a further five (5) working days in which to make a written application for such vacancy. (Harvesting and harrowing will be considered as one **(1)** position) The selection from the posting/application exercise shall be made promptly following the application period. The applicable job description shall be included on the job posting for each posted position/vacancy. Each such job posting will also include job classification, wage rate, and applicable shift at time of posting. The Company will make reasonable efforts to inform employees who are absent.

The recall of employees will not be carried out through the above process of filling vacancies, but as provided in Article 11.04.

- 10.02 The selection from the posting exercise will be made as follows:
- (a) The applicants will be listed by order of seniority.
  - (b) The most senior applicant shall be immediately moved into the position or as soon as reasonably possible.
  - (c) The most senior applicant will then undergo an evaluation period for up to forty (40) working days in the posted job.
  - (d) There shall be conducted a review by Management with the employee at the end of each week, to provide feedback on performance to the employee.

- (e) If the ability of the applicant to occupy the posted job is evaluated as unsatisfactory by Management during the up to forty (40) working days period, the unsuccessful applicant will be returned to **their** previous job and provided with reasons for their return.
- (f) Upon a return to **their** previous job by the senior applicant following an unsatisfactory evaluation, the process will resume with the next most senior applicant.
- (g) Following a satisfactory evaluation during the forty (40) working days period, the applicant will then be considered as the permanent incumbent in the posted job.
- (h) Should the employee find the position unsatisfactory during the above-stated time frames, they will be returned to their previous position.

10.03 Any employee may be assigned to any task.

- (a) If assigned from classifications other than Quality Control or Maintenance to Quality Control or Maintenance for at least **three (3) consecutive** hours, the employee will be paid the rate of Quality Control or Maintenance.
- (b) If assigned from classifications Quality Control or Maintenance to classifications other than Quality Control or Maintenance, the employee will be paid at the rate of Quality Control or Maintenance, provided the assignment is temporary.

## Article 11 – Seniority

- 11.01 Seniority shall be defined as length of continuous service with the Company within the bargaining unit since the last date of hire. An employee shall not acquire seniority until the successful completion of **their** probationary period as covered in Article 12.01, thereafter seniority shall be credited from **their** initial date of employment.
- 11.02 The Company will provide the Union with a current seniority list at the beginning of April, July, and September. The list will set out the names of the employees and their initial starting dates with the Company. The Union or the employees will have fifteen (15) calendar days to challenge the information on the list, failing which, the seniority list will be deemed to be correct until the next posting.
- 11.03 Where an employee has been transferred or promoted by the Company to a position outside the bargaining unit and subsequently wishes to return to the bargaining unit and provided the Company wishes to retain **their** services, the Company may within one (1) year reinstate **the employee** to the job formerly held at the time of **their** promotion or transfer. The reinstated employee will pay Union dues for the period outside the bargaining unit. Upon reinstatement, the employee will be granted **their** previous seniority earned as well as being credited with seniority for the time spent in the non-bargaining unit position.
- 11.04 In the event of lack of work, employees shall be laid off in reverse order of their seniority, subject to senior employees having been fully trained previously in the remaining work required. Employees shall be recalled to work in order of seniority, subject to senior employees having been fully trained in the required work. Notification of recall of those who cannot

be contacted by telephone shall be by registered mail addressed to the last known address on file. It shall be the responsibility of the employee to maintain a current phone number and address for notification purposes. Any employee so recalled must return not later than three (3) working days after being contacted; however such return to work may be postponed if the employee can demonstrate they could not possibly return to work within three (3) working days, or if the employee is working elsewhere and is required to give notice to their current employer as covered in Article 11.06 (d)(iii).

No new employees shall be hired by the Company as long as there are non-probationary employees who are on lay off status and who are able and willing to perform the work required.

11.05 The Company will continue its past practice to give as much notice as possible when laying off employees.

11.06 An employee's employment and seniority shall be terminated for any of the following reasons:

(a) Is duly discharged by the Company and is not reinstated through the grievance and arbitration procedure contained in the Agreement;

(b) Quits or resigns;

(c) Has been laid off continuously for a period of nine (9) months;

(d) If the employee has been laid off and fails to return to work in accordance with the following procedure:



- (i) If the employee is not working elsewhere and is contacted personally, **they** must return to work within three (3) working days, unless a satisfactory reason is given by the employee;
  - (ii) If the employee is not working elsewhere and cannot be contacted personally, **they** must return to work within three (3) working days of the receipt of the registered notice to return, unless the employee can reasonably demonstrate they could not possibly return to work;
  - (iii) If the employee is working elsewhere, such employee must return after completing the required notice with the current company. The employee must give notice of returning to work within three (3) working days of being contacted personally or of receipt of registered notice of return.
- (e) If the employee overstays a leave of absence granted by the Company without securing an extension in writing of such leave of absence or if the Company employee takes employment, other than that declared and agreed on when applying for the leave of absence;
- (f) If the employee is absent two (2) consecutive working days without advising the Company, unless a satisfactory reason is given by the employee. This provision may be waived by the Company on consideration of the circumstances surrounding the absence.

## Article 12 – Probationary Period

12.01 During every newly hired employee's first seventy-five (75) days worked or six hundred (600) hours, whichever comes first, an employee shall be considered a probationary employee. At any time during this period **their** employment may be terminated and such termination shall not be subject in any manner to the grievance or arbitration procedure.

## Article 13 – Grievance Procedure

13.01 It is understood and agreed that nothing in this Agreement shall prevent an employee from discussing a problem or complaint with **their** immediate Supervisor without recourse to the formal grievance procedure.

13.02 It is the intention of the parties that this article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations, as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this article.

13.03 Any complaint, disagreement, or difference of opinion between the Company and the Union, or the employees covered by this Agreement, which concerns the interpretation, application, operation, or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

13.04 All grievances must be submitted in writing.

- 13.05 Any employee, the Union, or the Company may present a grievance. Any grievance which is not presented within **fifteen (15)** working days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party. It is agreed that no more than five (5) working days shall be counted during each calendar week.
- 13.06 The procedure for adjustment of grievances and disputes by an employee shall be as follows:
- Step 1: By a discussion between the employee and Shop Steward and/or the Union Representative, with the Bog Supervisor or **their** designated appointee. The Bog Supervisor or **their** designated appointee shall reply to the grievance in writing, to the Union, within five (5) working days. If a satisfactory settlement has not been reached, the Union Representative or employee may proceed to Step 2. It is understood that the grieving employee may decline the assistance of the Union Representative and/or Shop Steward only after consultation with the Union Representative or the Shop Steward, whichever is readily available.
- Step 2: The Union Representative or Representatives may take the matter up with the Bog Supervisor or **their** designated appointee. A final written decision shall be submitted within ten (10) working days of the foregoing meeting.
- 13.07 If a satisfactory settlement cannot be reached, then upon request of either party, within **fifteen (15)** working days of receiving the final, written decision, from either party, but not thereafter, the matter may then be referred to an arbitrator, selected in accordance with Article 13.09.

13.08 The Company shall hold grievance meetings during normal hours of work. Employees attending such meeting shall be paid at their regular hourly rate for all time in attendance at such meetings.

13.09 Arbitration

All grievances that cannot be settled by the Representative of the Company and the Union in accordance with Article 13 may be submitted to a single Arbitrator as outlined below.

The single Arbitrator shall be mutually agreed by the Union and the Company within **fifteen (15)** working days of the notification.

If the parties are unable to agree upon a person to act as a single Arbitrator, either party may request the Director of Mediation Services for the Province of Alberta to appoint a single Arbitrator.

13.10 The single Arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon both parties and upon any employee affected by it.

13.11 The single Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or make any decision which would alter, modify, amend, add to, or subtract from any part of this Agreement. The single Arbitrator shall not adjudicate any matter not specifically grieved in the written grievance. The cost of the Arbitrator shall be borne equally by both parties.

## Article 14 – Hours of Work and Overtime

14.01 This article provides the basis for calculating overtime. There is no guarantee of hours of work per week, or of days of work per week, or restriction on the scheduling of a longer or shorter work week or work day whenever, in the opinion of the Company, this is required for business reasons.

14.02 (a) The Company will continue its current practice of scheduling, and will retain employees in order of seniority to do the work available, providing they are fully trained to do such work.

Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.

(b) Employees must make every effort to contact the Company as soon as possible if they are unable to attend their scheduled shift. The Company agrees to provide current contact information/numbers to all employees in order to facilitate the foregoing.

14.03 Overtime shall be payable:

(a) After eight (8) hours of work in a day; or

(b) After forty (40) regular hours of work in a week.

Overtime shall be paid at the rate of **one** and one half (1 ½ X) **times** the regular hourly rate.

14.04 Overtime shall be voluntary and be offered to the most senior employee able to perform the required work. If the most senior employee is unavailable to work the overtime, the next senior

will be asked, and so on, in decreasing order of seniority. If no employee wishes to work the overtime, the Company shall assign the junior employee who is capable of performing the work and this person must then work the overtime. Each employee will make the effort to work the required overtime. An employee will never be required to work more than six (6) days straight. If the most junior employee available is required to work the overtime and this would put **them** at seven (7) days or more straight work, then the next junior employee capable of performing the work will be required to work the overtime.

- 14.05 Compensating time off shall not be given in lieu of overtime pay.
- 14.06 Employees will be allowed fifteen (15) minutes away from **their** work as a paid rest period, about half way into each four (4) hour period of work. Employees will also be allowed one half (1/2) hour away from work unpaid lunch period, about half way into the workday.

## Article 15 – Wages

- 15.01 The schedule of wage rates set forth in Appendix “A”, which is attached hereto, forms part of this Agreement.
- 15.02 All employees in the bargaining unit shall be paid every two (2) weeks. All employees will be paid each second Thursday by deposit to their bank account. Employees shall receive their paystubs as soon as reasonably possible.

The Company may provide pay statements electronically to employees provided that employees have access to view and

print the electronic version. The location of such terminal should provide privacy for the employee.

- 15.03 Each employee shall receive a statement of earnings for every pay bank deposit, indicating the rate of pay per hour, the number of hours worked, and the deductions from gross earnings.
- 15.04 The Company shall provide a time recording system to enable employees to record their own time for payroll purposes. Employees shall be paid for all time worked. Employees shall record the time worked and such other recordings as may be required by the Company. Employees shall be entitled to review their recorded time upon request. The Company agrees to review any changes to an employee's recorded time with the affected employee.
- 15.05 Errors in payroll which result in an employee being underpaid by more than **fifty (\$50.00)** dollars as a result of a Company error shall result in the employee being paid the amount of monies owing within three (3) business days of the Company being made aware of the error. All other errors, including those made by an employee not properly recording **their** time will be compensated on the next pay period.
- 15.06 New or rehired employees may be classified according to previous comparable experience for the purpose of establishing wage rates.

## Article 16 – Vacations

- 16.01 The year of reference for vacation purposes will be the calendar year.

- 16.02 An employee who has completed less than one (1) year of seniority in the previous calendar year will be entitled to vacation pay equal to four (4%) percent of **their** gross earnings of the previous calendar year. Gross earnings shall include monies paid to the employee such as straight time and overtime pay, General Holiday pay, vacation pay, and premiums.
- 16.03 An employee who has completed one (1) year but less than three (3) years of seniority in the previous calendar year will be entitled to two (2) weeks vacation with pay equal to four (4%) percent of **their** gross earnings of the previous calendar year. Gross earnings shall include monies paid to the employee such as straight time and overtime pay, General Holiday pay, vacation pay, and premiums.
- 16.04 An employee who has completed three (3) years but less than nine (9) years of seniority in the previous calendar year will be entitled to three (3) weeks vacation with pay equal to six (6%) percent of **their** gross earnings of the previous calendar year. Gross earnings shall include monies paid to the employee such as straight time and overtime pay, General Holiday pay, vacation pay, and premiums.
- 16.05 An employee who has completed nine (9) years of seniority but less than fourteen (14) years of seniority in the previous calendar year will be entitled to four (4) weeks vacation with pay equal to eight (8%) percent of **their** gross earnings of the previous calendar year. Gross earnings shall include monies paid to the employee such as straight time and overtime pay, General Holiday pay, vacation pay, and premiums.
- 16.06 An employee who has completed fourteen (14) years seniority in the previous calendar year will be entitled to five (5) weeks vacation with pay equal to ten (10%) percent of **their** gross



earnings of the previous calendar year. Gross earnings shall include monies paid to the employee such as straight time and overtime pay, General Holiday pay, vacation pay, and premiums.

16.07 For each General Holiday occurring during the period of annual vacation taken by an employee, the annual vacation to which such employee shall be entitled with pay shall be increased by one (1) working day with pay; or in the event that **the employee** is called in to work, **they** shall receive one (1) extra day's pay at the one and one half (1 ½ X) **times** overtime rate of pay.

16.08 Employees shall be allowed to select vacation time in order of their seniority subject to the operational requirements of the Company.

16.09 All vacation pay will be paid as follows:

All vacation pay will be paid as an addition to the employee's bi-weekly pay cheque. The addition will be equal to the pay cheque gross earnings multiplied by the vacation percentage entitlement.

(a) Vacation shall be in a minimum of one (1) day increments.

## Article 17 – General Holidays

17.01 The following will be observed as paid Statutory Holidays:

New Year's Day  
Good Friday  
Canada Day

Family Day  
Victoria Day  
Civic Holiday (August)

Labour Day  
Remembrance Day  
Boxing Day

Thanksgiving Day  
Christmas Day

- 17.02 Subject to Article 17.04, full-time employees will be paid for eight (8) hours at their regular hourly rate of pay for the above holidays.
- 17.03 An employee required to work on any of the above-mentioned holidays, shall in addition to this regular holiday pay, as outlined in Article 17.02, be paid one and one half (1 ½ X) times **their** regular hourly rate for the hours worked on General Holidays listed in Article 17.01. **The hours worked on a General Holiday are paid overtime one and one half (1 ½ X) times regular rate but are considered regular worked hours for the calculation of overtime.**
- 17.04 An employee is not entitled to General Holiday pay:
- (a) If **the employee** has worked for less than thirty (30) days during the preceding twelve (12) months, or;
  - (b) If **the employee** does not work on a General Holiday when required or scheduled to do so, or;
  - (c) If **the employee** is absent from **their** employment without the consent of the Company for all or part of **their** last regular working day preceding or **their** first regular working day following a General Holiday listed in Article 17.01 unless absent due to illness or injury.
- 17.05 General Holidays are observed on the respective date unless it falls on Saturday or Sunday. In this instance Monday shall be deemed the General Holiday.

## Article 18 – No Pyramiding

18.01 There shall be no pyramiding of premiums or other entitlements under this Agreement, unless the Agreement specifically so provides.

## Article 19 – Call Time

19.01 An employee who, because of emergency (work needed to prevent operation stoppage), is called out for work at any time before or after **their** regular shift shall be paid four (4) hours at overtime rates.

19.02 An employee who is normally required to report to work and on reporting finds that the work **they are** normally assigned to is not available, shall be entitled to four (4) hours pay at **their** regular rate. The employee may however be assigned to other work.

19.03 When the Company requires employees to report to work outside their regular schedule, they will be called in order of seniority, providing they have the ability to do the job.

## Article 20 – Leaves of Absence

### 20.01 Union Leave

A leave of absence **with** pay, for the purpose of attending conventions/conferences and/or education seminars, shall be granted to bargaining unit employees by the Company, upon receiving a written request from the Union. Time off shall not be granted to more than one (1) employee at any one (1) time unless otherwise mutually agreed **to** between the Company

and the Union and the total combined duration of all such leaves shall not exceed ten (10) days of bog operations per year. The Union shall give the Company written notice not less than ten (10) days before the requested leave is to commence. The Union will make every effort to request Union leaves during the off season wherever possible. A request for an extension of any such leave of absence must be made prior to the expiration of the leave already granted and shall be considered in relation to existing working conditions.

***The Company will submit an invoice to the Union for any amount paid to the employee, including benefits, under such leave of absence.***

#### 20.02 Negotiation Leave

The Company agrees to allow a maximum of one (1) employee time off, ***with*** pay, for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement.

***The Company will submit an invoice to the Union for any amount paid to the employee, including benefits, under such leave of absence.***

#### 20.03 Compassionate Leaves

Employees will, upon providing an appropriate explanation, be granted a leave of absence without pay for compassionate reasons. Such request will not be unreasonably denied.

#### 20.04 Jury Duty Leave

On presentation of court documentation, any employee who must serve as a juror shall be paid the difference between ***their*** regular wage and the amount of the compensation

received from the court. This procedure shall apply for each day that the employee is required to act as a juror.

#### 20.05 Witness Leave

On presentation of court documentation, any employee who has been subpoenaed as a witness shall be paid the difference between **their** regular wage and the amount of compensation received from the court. This procedure shall apply for each day that the employee is required to act as a witness.

#### 20.06 Bereavement Leave

- (a) All employees shall be allowed up to five (5) days' leave, with pay, for **time to grieve**, in the event of the death of **their** child or spouse which includes common law and same sex partner.
- (b) All employees shall be allowed a maximum of three (3) days' leave, with pay, for **time to grieve** in the event of the death of **their** father, mother, brother, sister, grandfather, or grandmother.
- (c) All employees shall be allowed a maximum of **three (3)** days' leave, including one (1) day with pay, for **time to grieve** in the event of the death of **their** father-in-law, mother-in-law, step-parents, grand-children, brother-in-law, or sister-in-law.
- (d) All employees shall be allowed time off without pay to act as a pallbearer at a funeral.
- (e) Additional days off without pay shall be granted if the bereaved employee deems it necessary and is by mutual

agreement between the Company and the employee concerned.

- (f) An employee is not eligible for bereavement leave if they are on lay off, in receipt of Weekly Indemnity or Workers Compensation benefits.

## 20.07 Leaves for Parents

The Company will comply with all applicable legislation when granting leaves of absence for the purposes of maternity leaves, parental leaves, and adoption leaves.

## Article 21 – Safety and Health

- 21.01 A Joint Safety Committee will be established, comprised of two (2) employees named in writing by the Union, and the Bog Supervisor and one (1) other Management employee, ***to meet monthly to review all matters pertaining to the Act and/or procedures and policies of the Company, and make recommendations to the Company.***

***The JHSC committee must have two (2) Co-chairs:***

- ***Worker Co-chair is chosen by the Union;***
- ***Company Co-chair is chosen by the Company.***

- 21.02 The functions of the Committee will be to inspect the bog site and discuss safety matters once a month. Minutes will be recorded and posted on the bog site. The minutes shall contain concerns of the Committee and proposed recommendations. A copy of the above minutes will be forwarded to the Union.

- 21.03 The Union employees on the Committee are entitled to their regular wages for time engaged in these duties **and attending any required training** provided such time does not exceed two (2) hours a month. **The two (2) hours may be exceeded with prior Company approval.**
- 21.04 The Company shall ensure that an appropriate number of portable facilities are available on site.
- 21.05 Each employee assigned to a job for the first time shall be provided with appropriate training by a qualified person as designated by the Company.
- 21.06 The Company, the Union, and the employees shall comply with the applicable Workplace Safety and Health requirements of the Occupational Health and Safety Act of Alberta.
- 21.07 Air conditioning and heating equipment will be repaired promptly. When the Company is required to purchase new equipment they will make every effort to investigate and purchase equipment that is properly equipped with proper heaters and air conditioners where possible.
- 21.08 A worker can refuse work which **they** believe puts **them** in immediate danger. **The employee** must so inform **their** Supervisor and a representative of the safety committee. Such work will be suspended until the problem is resolved locally, or failing local resolution, until the appropriate Safety and Health government agency rules on the matter. The Company may assign the worker involved to alternate work.

## Article 22 – General

22.01 All employees will abide by the Premier Horticulture Safety Manual.

### 22.02 Coveralls

The Company shall provide every maintenance employee three (3) sets of coveralls, which will meet with the CSA Standards for working with flammable and chemical products relating to the industry. The coveralls will be replaced on an ongoing basis as the need arises at no cost to the employee.

22.03 The Company shall supply each employee who requires same with safety goggles and/or safety visors, safety ear wear, dust protection, and leather gloves, to wear during working hours. The Company shall replace these items on an ongoing basis as the need arises, at no cost to the employees.

22.04 The Company will pay a tool allowance of up to **two hundred seventy-five (\$275.00)** dollars, once per year on January 1<sup>st</sup>, to currently employed mechanics who have completed the probationary period; who supply their own tools, as they purchase new ones, upon proof of purchase. Purchases must be pre-approved by the Bog Supervisor. The Company will insure against theft and fire the maintenance employees' tools on the Company's property subject to a deductible amount of two hundred fifty (\$250.00) dollars. The maintenance employees will provide an inventory of said tools, verified by supervision, when required by the Company.

### 22.05 Safety Footwear

The Company will pay a boot allowance of **one hundred sixty-five (\$165.00)** dollars, once per year in January to employees



who have completed the probationary period, towards the cost of CSA Green Tag certified safety boots, upon proof of purchase. It is understood that the employee who has received the above allocation must wear safety footwear at work.

22.06 If it is necessary for an employee to travel for Company business, **they** shall be provided a Company vehicle or be paid an allowance per kilometre as per the Company policy.

### Article 23 – Joint Labour Management Committee

23.01 A Joint Labour Management Committee consisting of not more than one (1) employee appointed by the Union and an equal number of Company representatives shall meet at least once every three (3) months (maximum twice **(2X)** per year) to discuss working conditions, economy of operation, quality and quantity of service, and other matters to promote a harmonious and productive relationship between the Company and its employees thus improving employment stability.

23.02 If mutually agreed upon, the Joint Labour Management Committee may meet more frequently than once every three (3) months.

23.03 The full-time Union Representative may attend the Joint Labour Management Committee meetings.

23.04 The Joint Labour Management Committee meetings may take place after regular working hours to avoid disrupting operations. Employees will be paid at their regular hourly rate when attending such meetings.

## Article 24 – Discipline/Discharge

24.01 The Company will arrange for Union representation by the Shop Steward or the Union Representative (whichever is readily available), when the employee has a meeting with **their** Supervisor, which could reasonably lead to disciplinary action or dismissal.

In the event that a Steward is not available at the time, the Company shall contact a Union Representative and advise them at least twenty-four (24) hours in advance that a disciplinary meeting will be held. In the event that the Union Representative is not available for the meeting, another member of the bargaining unit shall be selected by the employee.

24.02 Documents related to disciplinary actions will be placed in the employee's file for a period of two (2) years from the date of their emission, after which time they will be removed from said file.

24.03 The Company shall provide the Union with copies of all disciplinary action documents **within three (3) business days**.

24.04 In the event of a total and permanent shutdown of the Company's operations in Alberta, the Company agrees to provide for all employees concerned a severance pay equal to one (1) week's pay per year of service, up to a maximum of ten (10) weeks' pay.

## Article 25 – Contracting Out

25.01 The Company agrees to consult the Union prior to contracting out work normally performed by employees in the bargaining unit. The Company further agrees to discuss with the Union

the effect of such changes in the employment status of such employees and to consider practical ways and means of minimizing the adverse effect of such changes on employees displaced by such changes. After such consultation, the Company shall give the Union two (2) months notice prior to such changes taking place.

## Article 26 – Benefits

### 26.01 Alberta Health Care

Should the Provincial Government introduce health benefits paid by the insured, the Company and the Union will meet to discuss and agree on Collective Agreement provisions to reflect similar principals that were applicable at the time the Alberta Health Care Program was in force.

In the event the Company and the Union cannot come to an agreement then they shall request an Arbitrator as per the Arbitration process in the Collective Agreement to make a decision based on all facts provided by the Company and the Union that will be binding to the parties.

### 26.02 Other Benefits

As of April 27<sup>th</sup>, 2017, an employee's participation in the group insurance plan is compulsory. However, an employee may be entitled to an exemption from coverage under Health and/or Dental Insurance benefits if **they are** covered for equivalent benefits under another group insurance contract, in accordance with the Company's group insurance policy.

The employee must notify the Company in writing and provide proof of coverage from an alternate group insurance program.

The description of the benefits listed below is only a summary. For complete information please refer to the complete contract available through Premier Horticulture Ltd. Should there be a difference of interpretation between this summary and the complete contract, the text of the complete contract will prevail.

The Company and the employee are sharing the premium equally (50%-50%).

### 26.03 Employee's Life Insurance

Eligible classes – All non-probationary employees under age seventy (70) years.

Amount of insurance = ***twenty-five thousand*** (\$25,000.00) ***dollars***.

### 26.04 Employee's Accidental Death, Dismemberment, and Specific Loss Benefits

Eligible classes – All non-probationary employees under age seventy (70) years.

Principal sum = an amount equal to the employee's life insurance under this policy.

### 26.05 Employee and Dependent Healthcare Expense Benefits

Eligible classes – All non-probationary employees.

Calendar year deductible as follows:

- For in-Canada hospital care, global medical assistance, and vision care none



- For all other expenses  
Non-probationary employees **two thousand** (\$2,000.00) **dollars** per calendar year

#### 26.07 Employee Short-Term Disability Income Benefits

Eligible classes – All non-probationary employees.

Waiting period as follows:

- For accidental injury none
- For disease **three** (3) consecutive days or until hospitalized if earlier

Benefit formula = **sixty-six and two-thirds** (66 2/3%) **percent** of weekly earnings to **the** maximum **weekly benefit amount payable under the EI Act.**

Benefit period = **twenty-six** (26) weeks.

Tax status = non-taxable.

#### 26.08 Employee Long-Term Income Benefits

Eligible classes = All non-probationary employees under age sixty-five (65) years.

Waiting period = **one hundred eighty-two** (182) calendar days.

Benefit formula = **sixty-six and two-thirds** (66 2/3%) **percent** of monthly earnings to a maximum of **one thousand nine hundred fifty** (\$1,950.00) **dollars** per month or eighty-five (85%) percent of pre-disability take home pay, whichever is less.

Tax status = non-taxable.

#### 26.09 Insuring Provisions

The Company is the Group Policy holder.

Insurance clause – to become insured under this policy a person must:

1. Be employed by the Company (PHL), and
2. Be an insurable employee, and
3. Be in an eligible class, and
4. Satisfy the eligibility conditions, and
5. Satisfy the effective date of insurance provisions.

LTD restriction – a person who will reach age sixty-five (65) years by the end of a period equal to the policy's long-term disability waiting period will not become insured for long-term disability income insurance.

Insurable employee – an employee is insurable if **they are** employed:

1. On a full-time, permanent, or seasonal basis, and
2. For at least thirty (30) hours per week.

#### 26.10 Eligibility Conditions

An employee is eligible after **they** complete ninety (90) days of continuous employment as an insurable employee.

An employee is only eligible for the benefit provided for **their** class in the Table of Benefits.

#### 26.11 Pension

The pension plan established by the Company is a money purchase plan where contributions by the employees are voluntary and based on a percentage of regular earnings which will be matched by Company contributions. The percentage to be contributed by the Company and the

employees will be **two point seven five (2.75%)** percent each, effective on the beginning of the payroll week (Sunday – 00:00 hour) following the availability of the signed applicable forms by the contributing employees. All employees who have completed their probationary period are eligible. Regular earnings mean earnings for hours worked at regular rate.

## Article 27 – Expiration and Renewal

- 27.01 This Agreement shall be in effect from **April 10<sup>th</sup>, 2023**, and shall remain in force until June 1<sup>st</sup>, **2027**, and thereafter from year to year; but either party may, not more than one hundred twenty (120) days and not less than sixty (60) days before the expiry date or renewal date of such Agreement, give notice, in writing, to the other party to (a) terminate such Agreement, or (b) to negotiate revisions thereof.
- 27.02 Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:
- (i) The Union serves notice of strike in accordance with the Alberta Labour Relations Code.
  - (ii) The Company serves notice of lockout in accordance with the Alberta Labour Relations Code.



Dated at Athabasca, Alberta, this \_\_\_\_\_ day of \_\_\_\_\_,  
**2023.**

\_\_\_\_\_  
\_\_\_\_\_

For the Company:

André Fafard  
**Véronique Tremblay**

\_\_\_\_\_  
\_\_\_\_\_

For the Union:

**Lee Clarke**  
**Rick Schneider**

This Agreement was ratified on **April 10<sup>th</sup>, 2023.**

## APPENDIX “A” – Wage Rates and Classifications

### Wage Increases

The rates will be retroactive to June 1st, **2022** for all employees on the seniority list on date of ratification (**April 10<sup>th</sup>, 2023**). **Additionally, a retro of two (2.00%) percent will apply for employees still employed on ratification date on hours worked (regular time and overtime) starting from June 1<sup>st</sup>, 2021 to May 31<sup>st</sup>, 2022.**

<b>June 1<sup>st</sup>, 2022*</b>							
Classification	Increase + Adjustment	Increase	Adjustment	Grade 1	Grade 2	Grade 3	Grade 4
Labourer	<b>3.00%</b>	<b>2.25%</b>	<b>0.75%</b>	<b>\$21.83</b>	<b>\$22.93</b>	<b>\$23.92</b>	<b>\$24.45</b>
Quality Control	<b>3.00%</b>	<b>2.25%</b>	<b>0.75%</b>	<b>\$24.60</b>	<b>\$24.83</b>	<b>\$25.06</b>	<b>\$25.29</b>
Maintenance	<b>3.75%</b>	<b>2.25%</b>	<b>1.50%</b>	<b>\$26.58</b>	<b>\$26.81</b>	<b>\$27.04</b>	<b>\$27.28</b>

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	Journeyman	Red Seal
Increase + Adjustment	<b>10.25%</b>	<b>11.25%</b>	<b>12.25%</b>	<b>13.25%</b>	<b>6.25%</b>	<b>3.75%</b>
Increase	<b>2.25%</b>	<b>2.25%</b>	<b>2.25%</b>	<b>2.25%</b>	<b>2.25%</b>	<b>2.25%</b>
Adjustment	<b>8.00%</b>	<b>9.00%</b>	<b>10.00%</b>	<b>11.00%</b>	<b>4.00%</b>	<b>1.50%</b>
Apprenticeship Program	<b>\$31.91</b>	<b>\$33.43</b>	<b>\$34.98</b>	<b>\$36.53</b>	<b>\$39.28</b>	<b>\$41.56</b>

***\*This wage table will take effect retroactively to June 1<sup>st</sup>, 2022 and will remain applicable until May 31<sup>st</sup>, 2023.***

<b>June 1<sup>st</sup>, 2023</b>							
Classification	Increase + Adjustment	Increase	Adjustment	Grade 1	Grade 2	Grade 3	Grade 4
Labourer	<b>2.00%</b>	<b>2.00%</b>		<b>\$22.26</b>	<b>\$23.39</b>	<b>\$24.39</b>	<b>\$24.94</b>
Quality Control	<b>2.00%</b>	<b>2.00%</b>		<b>\$25.09</b>	<b>\$25.33</b>	<b>\$25.56</b>	<b>\$25.79</b>
Maintenance	<b>3.60%</b>	<b>2.00%</b>	<b>1.60%</b>	<b>\$27.54</b>	<b>\$27.77</b>	<b>\$28.01</b>	<b>\$28.26</b>

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	Journeyman	Red Seal
Increase + Adjustment	<b>3.60%</b>	<b>3.60%</b>	<b>3.60%</b>	<b>3.60%</b>	<b>3.60%</b>	<b>3.60%</b>
Increase	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
Adjustment	<b>1.60%</b>	<b>1.60%</b>	<b>1.60%</b>	<b>1.60%</b>	<b>1.60%</b>	<b>1.60%</b>
Apprenticeship Program	<b>\$33.05</b>	<b>\$34.63</b>	<b>\$36.24</b>	<b>\$37.85</b>	<b>\$40.69</b>	<b>\$43.06</b>

<b>June 1<sup>st</sup>, 2024</b>							
Classification	Increase + Adjustment	Increase	Adjustment	Grade 1	Grade 2	Grade 3	Grade 4
Labourer	<b>2.00%</b>	<b>2.00%</b>		<b>\$22.71</b>	<b>\$23.85</b>	<b>\$24.88</b>	<b>\$25.44</b>
Quality Control	<b>2.00%</b>	<b>2.00%</b>		<b>\$25.59</b>	<b>\$25.84</b>	<b>\$26.07</b>	<b>\$26.31</b>
Maintenance	<b>3.50%</b>	<b>2.00%</b>	<b>1.50%</b>	<b>\$28.50</b>	<b>\$28.75</b>	<b>\$28.99</b>	<b>\$29.25</b>

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	Journeyman	Red Seal
Increase + Adjustment	<b>3.50%</b>	<b>3.50%</b>	<b>3.50%</b>	<b>3.50%</b>	<b>3.50%</b>	<b>3.50%</b>
Increase	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
Adjustment	<b>1.50%</b>	<b>1.50%</b>	<b>1.50%</b>	<b>1.50%</b>	<b>1.50%</b>	<b>1.50%</b>
Apprenticeship Program	<b>\$34.21</b>	<b>\$35.85</b>	<b>\$37.50</b>	<b>\$39.17</b>	<b>\$42.12</b>	<b>\$44.57</b>

<b>June 1<sup>st</sup>, 2025</b>					
Classification	Increase	Grade 1	Grade 2	Grade 3	Grade 4
Labourer	<b>2.25%</b>	<b>\$23.22</b>	<b>\$24.39</b>	<b>\$25.44</b>	<b>\$26.01</b>
Quality Control	<b>2.25%</b>	<b>\$26.17</b>	<b>\$26.42</b>	<b>\$26.66</b>	<b>\$26.90</b>
Maintenance	<b>2.25%</b>	<b>\$29.14</b>	<b>\$29.39</b>	<b>\$29.64</b>	<b>\$29.90</b>

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	Journeyman	Red Seal
Increase	<b>2.25%</b>	<b>2.25%</b>	<b>2.25%</b>	<b>2.25%</b>	<b>2.25%</b>	<b>2.25%</b>
Apprenticeship Program	<b>\$34.98</b>	<b>\$36.65</b>	<b>\$38.35</b>	<b>\$40.06</b>	<b>\$43.07</b>	<b>\$45.57</b>

<b>June 1<sup>st</sup>, 2026</b>					
Classification	Increase	Grade 1	Grade 2	Grade 3	Grade 4
Labourer	<b>2.75%</b>	<b>\$23.86</b>	<b>\$25.06</b>	<b>\$26.14</b>	<b>\$26.73</b>
Quality Control	<b>2.75%</b>	<b>\$26.89</b>	<b>\$27.14</b>	<b>\$27.39</b>	<b>\$27.64</b>
Maintenance	<b>2.75%</b>	<b>\$29.94</b>	<b>\$30.20</b>	<b>\$30.46</b>	<b>\$30.73</b>

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	Journeyman	Red Seal
Increase	<b>2.75%</b>	<b>2.75%</b>	<b>2.75%</b>	<b>2.75%</b>	<b>2.75%</b>	<b>2.75%</b>
Apprenticeship Program	<b>\$35.94</b>	<b>\$37.66</b>	<b>\$39.40</b>	<b>\$41.16</b>	<b>\$44.25</b>	<b>\$46.82</b>

**Note:**

Progression from Grade 1 to 2, 3, and 4, as listed above are increased after the employee has completed eight hundred (800) hours worked in each Grade level.

**Lead Hand**

The position of Lead Hand shall receive a two (\$2.00) dollar fixed\* premium per hour worked only in addition to the rate of the position **the employee** leaves to become Lead Hand. Seniority will be considered

by the Company when choosing a Lead Hand, along with the following criteria:

1. A positive attitude toward work, the Company, and the Union;
2. Punctuality and dependability;
3. A good understanding of the plant and of the processing operations.

\* Not to be increased when applicable to overtime hours worked.

## LETTER OF UNDERSTANDING #1

### Apprenticeship Program

The Company agrees to implement the following Apprenticeship Program with the rates as established in Appendix "A".

Purpose – This program is established to assist in the training and development of interested employees to a status of highly qualified trades' people and to ensure continuity of skilled trades for the Company.

Coverage – This program will cover all trades as considered necessary by the Company, through consultation with the Union.

Progression Through the Classification – Progression will be based on the successful completion of various levels of training as established by the Apprenticeship Branch of the Department of Labour and the Trade School.

If an apprentice succeeds a training course exam at any one level, the Company agrees to reimburse registration fees, reasonable travel and accommodation expenses providing the apprentice successfully completes this level of training. Should the employee leave the Company within six (6) months of the occurrence, the Company will deduct these expenses on *their* last pay.

Dated at Athabasca, Alberta, this \_\_\_\_\_ day of \_\_\_\_\_,  
**2023.**

\_\_\_\_\_  
\_\_\_\_\_

For the Company:

André Fafard  
**Véronique Tremblay**

\_\_\_\_\_  
\_\_\_\_\_

For the Union:

**Lee Clarke**  
**Rick Schneider**

This Agreement was ratified on **April 10<sup>th</sup>, 2023.**