

UNION PROPOSALS BETWEEN

Rahr Malting

AND



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



Without prejudice to grievances filed or yet to be filed; and without prejudice to the Union's interpretation of the Collective Agreement, the union reserves the right to add, delete, alter, or amend. Agreement on any item is subject to an agreement on an overall package.

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UP1 – Article 1 – Management’s Rights Article

Amend the current language as follows:

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

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

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

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

UP2 – Article 2 – Membership

Amend the current language to read as follows:

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

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

2.02 The Company further agrees, automatically, to deduct Union dues from the wages of members each pay period.

2.03 The Company shall remit once each accounting period to the Union:

- (1) Monies deducted from the wages of its employee's for Union initiation fees, dues, and assessments;
- (2) A statement showing each employee's name from whom deductions were made, and the amount of the deduction, **broken down into regular hours worked, initiation fees and assessments;**
- (3) A statement showing the names of the employees terminated and hired during the preceding accounting period;

- (4) A statement provided quarterly showing the name, home address, telephone number, **email**, social insurance number, ~~and~~ postal code, **seniority date, and status** of all bargaining unit employees;

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

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

The parties agree that should the Union require a dues structure that creates a new administrative process for the Employer, the parties will meet to discuss and explore opportunities for a resolve.

UP3 – Article 3 – Bargaining Agency

Amend the current language to read as follows:

- 3.01 The Company recognizes the Union as the sole agency for the purposes of collective bargaining for **all** the following employees of Rahr Malting Canada Ltd. at its plant in Alix, Alberta: ~~Operator I, Operator II, and Laboratory Technician employees.~~ Excluded are all office clerical employees, office, customer relations and sales personnel, security guards, supervisory, administrative, managerial, and executive employees.
- 3.02 Temporary students, part-time, and temporary plant employees may be hired as long as bargaining unit employees are not laid off. These employees shall be compensated as set forth in Article 14.05, “Wage Schedule”. An employee hired as a temporary or part-time employee shall be advised at the time of their hiring of their temporary status and the estimated duration of their employment. A copy shall also be sent to the Union. It is understood that the hiring of a part-time or temporary employee does not create a new position or vacancy.
- 3.03 Employees in these classifications shall become members of the Union and ~~pay Union dues after they work three (3) consecutive calendar months within any twelve (12) month period.~~ The Company agrees to have the Union form for membership application, dues deduction, and initiation fee deduction signed by the employees at the time of hire.
- 3.04 **Explore opportunities to resolve issues with this clause.**

Temporary students, part-time, and temporary plant employees are not considered probationers and shall accumulate no seniority during any period of employment in the above classifications. These employees will not receive the insurance, health, and pension benefits however, these employees shall be covered by all terms and conditions of this Agreement except for the following provisions, unless otherwise required by the Canada Labour Code: Articles 2, 5, 6, 8, 9, 10, Articles 11.04 through 11.16, Articles 12.02, 12.03, Article 13, Article 14.03, Article 15, 16, 17, 18, 19, 20, 25, and 28.

3.05 In the event that the Company determines that a temporary student, part-time, or temporary plant assignment will continue beyond one hundred thirty (130) continuous working days, the Company agrees, at that time, to convert the position to a regular full-time classification. Probationary status shall begin at the time of the conversion. The date that the employee switches to probationer status shall be considered their original starting date for the purposes of establishing their seniority date.

3.06 The Company may request an extension of the one hundred thirty (130) continuous work day periods and such a request for an extension will not be unreasonably denied by the Union.

3.07 NEW - Recognition in the Union's Role in Society

The Company recognizes the role of the Union in society. The Union advances workers' rights in a

variety of means but it also a social justice organization and is fully entitled to engage in a broad range of activities from advocacy to charity work, from protest and freedom of expression to joining with other organizations in furtherance of a better world. The Company recognizes the Union's rights to self-regulate and to self-define. The Union's governance belongs to the Union.

3.08 NEW - Union Governance

The Union's Governance and management of its finances are matters that fall entirely within the purview of the Union. The Employer agrees to not in any way interfere with the Union's financial well-being, the flow and management of the Union's finances, or the Union's Governance and internal decision making.

3.09 NEW - Freedom of Expression and the Right to Strike

The Employer recognizes the Union's right to freedom of expression and the right to strike. The Employer recognizes the Union's right to picket while on strike or being locked out and further recognizes their right to do so at both primary and secondary locations.

UP4 – Article 4 – Supervisors

Amend the current language as follows:

- 4.01 Supervisors shall be exempt from this Agreement and ~~may perform bargaining unit work deemed necessary by the Company for the efficient operation of the business, so long as it does not cause layoff of bargaining unit employees.~~ **and shall only perform bargaining unit work in the event of an emergency and only after the work has been offered to the members of the bargaining unit.**

UP5 – Article 5 – Hiring and Probation

Amend the current language as follows:

- 5.02 Probationers shall become members of the Union and pay Union dues. After they work three (3) consecutive calendar months, ~~at which time~~ they become eligible for all the normal benefits given to employees having seniority, including enrollment in the group insurance and pension plans. However, the probationary period will continue until the completion of six (6) consecutive calendar months worked within any twelve (12) month period. During this probationary period, **while** the Company may terminate the employment relationship without the termination being subject to the grievance and arbitration procedure, **a Shop Steward or Union Representative shall be present at the time of termination. The Company will provide the employee with the reason for termination in writing.**

UP6 – Article 6 – Replacements

Explore opportunities to resolve issues with the job posting process.

Additional language may follow

UP7 – Article 8 – Discipline, Discharge

Amend current language as follows:

8.05 ~~Shop Stewards or if a Shop Steward is not available, a Union Representative may may be present at disciplinary meetings.~~

The Company will arrange for Union representation by a Shop Steward or another Union Representative when meeting with an employee that is part of an investigation that could reasonably lead to discipline or the issuing of any discipline.

The Company will promptly provide the employee with written notice of any written reprimand, suspension or termination, with a copy to the Shop Steward and Union Representative.

UP8 – Article 10 – Uniforms and Protective Wear Benefits

Amend the current language to read as follows:

10.01 Plant Employees

The Company will provide coveralls as necessary to employees requiring these items in the normal course of their work duties. The Company may, at the Company's discretion, provide the following: rain suits, rubber boots and rubber gloves, hard hats, respiratory protection, hearing protection, and non-prescription eye protection to employees requiring these items in the normal course of their work duties. Plant employees with seniority status will be paid a yearly allowance of three hundred **and fifty (\$350.00)** ~~(\$300.00)~~ dollars each September 1st during the lifetime of this Agreement. Probationary employees will be eligible for this allowance upon completion of four hundred eighty (480) hours worked and the payment will be pro rata basis the date they attain four hundred eighty (480) hours worked. The yearly allowance is to cover costs of safety footwear and/or work clothing.

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

10.02 Lab Employees

The Company will provide lab coats as required. The Company will, at the Company's discretion, provide protective equipment for lab employees required to perform their lab duties or to enter plant areas. Lab employees with seniority status may be paid a yearly allowance of three hundred **and fifty (\$350.00)**

~~(\$300.00)~~ dollars each September 1st during the lifetime of this Agreement. Probationary employees will be eligible for this allowance upon completion of four hundred eighty (480) hours worked and the payment will be pro rata basis the date they attain four hundred eighty (480) hours worked. The yearly allowance is to cover costs of safety footwear and/or work clothing.

UP9 – Article 11 – Work Schedules/Overtime

Explore opportunities for:

- **A system for the banking of overtime.**
- **Alternative shift patterns.**
- **Overtime selection process**

Additional language to be provided at a later date.

UP10 – Article 11 – Work Schedules/Overtime

Amend the current language as follows:

- 11.04 The Company shall post the work schedule on the Friday before the start of the following work week. If an employee's shift is changed with less than thirty-six (36) hours notice for the convenience of the Company, they shall be paid **two times (2X) their regular rate** ~~time and one half (1 1/2 X)~~ for the first shift worked. The employee shall provide a minimum of twenty-four (24) hours notice when requesting Management approval for a shift change.
- 11.09 Overtime compensation will be paid at **two times (2X) their regular rate** ~~time and one half (1 1/2 X)~~ in accordance with federal laws. This includes employees required to work on their scheduled days off.
- 11.12 An employee called in to perform work before or after, but not continuous with *their* daily working schedule, shall be paid a minimum of five (5) hours pay at **two times (2X) their regular rate** ~~time and one half (1 1/2 X)~~ pay or actual hours worked, whichever is greater. The call-in provision shall apply only when the work required was not arranged with the employee prior to the call-in and the work is not continuous with the next scheduled shift. An extension or early report to a scheduled shift does not qualify the employee for the call-in pay. When an employee is on call-in and a second problem develops while the employee is on site, the employee will address the second problem if qualified to do so. The call-in rate of pay will automatically revert to straight time at the start of an employee's regularly scheduled shift.

There shall be no duplication or pyramiding of overtime or premium hours.

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

If there are less than eight (8) hours between the end of the call-in period and the start of the employee's next scheduled shift, then:

- 1) The length of the employee's next scheduled shift will be reduced to provide eight (8) hours of rest after the end of the call-in; and**
- 2) The employee will be paid at their straight time hourly rate for the originally scheduled hours of the shift.**

In the event an employee is called in more than one **(1)** time in a twenty-four (24) hour period, they will be paid five (5) hours pay at **two times (2X) their regular rate** ~~time and one half (1 1/2 X)~~ pay or actual time worked, whichever is greater.

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

UP11 – Article 13 – Holidays

Amend the current language to read as follows:

13.01 The following **thirteen (13)** ~~twelve (12)~~ days shall be observed as legal holidays:

Add: **National Day for Truth and Reconciliation**

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

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

13.06 NEW - **Faith Observance**

Each year, an employee may elect to transfer general holidays that are based on the Christian Faith (Good Friday and Christmas Day), to days that are observed as holy days generally recognized by followers of their sincerely held religious beliefs. The employee may be required to provide confirmation of their affiliation by a confirmed religious leader. All requests to transfer a general holiday(s), for the upcoming year must be made by May 1 of each year. If an employee is hired after May 1, the employee shall not be entitled to transfer general holidays in accordance with this Article until the following year. The Employer shall notify all

affected employees by June 1. Requests will not be unreasonably denied and will be subject to the needs of the business as determined by the Employer.

UP12 – Article 14 – Wages

The Union proposes substantial wage increases to all rates of pay, premiums, and shift differentials.

Review all jobs, levels, departments. Delete obsolete, add new.

UP13 – Article 14 – Wages

Add new the following language to the Collective Agreement:

- 14.08 The Company will issue an electronic funds transfer (EFT) within two (2) business days for any Company caused payroll error or backpay amount greater than fifty (\$50) dollars.**

UP14 – Article 15 – Vacations

**Explore opportunities to resolve issues with this clause.
Additional language may follow.**

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

Vacation Earning Schedule:

After one (1) completed year	two (2) weeks
After three (3) completed years	three(3) weeks
After eight (8) completed years	four (4) weeks
After twelve (12) completed years	four (4) weeks

+ five (5) days pay without time off at the employee's base rate, immediately following the employee's twelfth (12th) year, and subsequent years' anniversary.

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

Definitions for clarifications:

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

UP15 – Article 18 – Family Leave

Amend the current language as follows:

- 18.04 Eligible employees shall be granted up to the maximum maternity or parental leave available or applicable by law. Any combination of maternity or parental leave may not exceed the **seventy-eight (78)** ~~fifty (50)~~ week maximum limit as provided by law without consent of the Company, or unless there are health related reasons related to a pregnancy. Should this occur, the Company may require the employee to supply a doctor's certificate with regard to the commencement and termination of the health-related reasons for absence from work. Subject to the terms, conditions, and limitations of applicable law, all eligible couples are restricted to a combined total of up to **seventy-eight (78)** ~~fifty (50)~~ weeks leave within any **eighteen (18)** ~~twelve (12)~~ month period for childbirth, adoption, or placement of a foster child.

UP16 – Article 21 – Union Business Representative Visit

Amend the title of this Article, and add new the following language to the Collective Agreement, under Article 21:

21.02 NEW - Printing of the Collective Agreement

The Employer and the Union will each pay one-half (1/2) of the cost of printing this Agreement. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Union or at the Union orientation. The printing of the Collective Agreement will be processed at a place determined by the Union.

21.03 NEW - Education and Training Fund

The Employer agrees to make contributions to the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund.

Language will be provided at a later date.

UP17 – Article 22 – Union Bulletin Board

Amend the current language to read as follows:

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

UP18 – Article 23 – New Employee Orientation

Amend the current language to read as follows:

Article 23 – New Employee Orientation

23.01 The Company agrees to allow the Union up to a **thirty (30)** ~~fifteen (15)~~ minute presentation with a Shop Steward or Union Representative that will be included in all new employee orientations within two (2) weeks of any newly hired employee's first day of work on the Company premises and on Company time. The purpose of the presentation will be to help the new employees understand the rights afforded them as members of the Union and to introduce the Union officials representing them.

UP19 – Article 24 – Health and Safety

24.05 The Union and Company agree to maintain the existing Health and Safety Committees for the duration of this Agreement and minutes of the meetings will be made available.

These committees have many duties including the following:

- **to consider and expeditiously dispose of health and safety complaints;**
- **to participate in all of the inquiries, investigations, studies and inspections pertaining to employee health and safety;**
- **to participate in the implementation and monitoring of a program for the provision of personal protective equipment, clothing, devices, or materials, and, if there is no policy committee, participate in the development of the program;**
- **to participate in the implementation of changes that may affect occupational health and safety, including work processes and procedures, and, if there is no policy committee, participate in the planning of the implementation of those changes; and**
- **to inspect all or part of the workplace each month, so that every part of the workplace is inspected at least once a year.**

Employees sitting on the workplace health and safety committee must receive training and compensation for participating in meetings and carrying out their duties.

The Union Representative will be invited to attend.

UP20 – Article 24 – Health and Safety

Add new the following language to the Collective Agreement:

24.07 The employees have the right to be free from discrimination, intimidation, retaliation and harassment by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, gender identity, gender expression, marital status, physical or mental disability, or by reason of his or her membership or activity of the Union or in respect of the Employer exercising any right conferred under this Collective Agreement or any provisions covered by law.

UP21 – Article 25 – Insurance, Health, and Pension Benefits

The Union proposes amendments to the Company provided benefit and pension plan, which includes but is not limited to increased coverage levels, additional service coverage, increased paid sick days, removal of employee contributions, introduction of a health care spending accounting and the removal of any age restrictions on benefit coverage.

Explore opportunities to resolve issues with benefit provider including reimbursement.

Language will be provided at a later date.

UP22 – Article 26 – Grievance and Arbitration

Explore opportunities to resolve issues with this clause.

- 26.01 All differences between the Company, the Union, and/or the employees who are subject to this Collective Agreement relating to the term of this Agreement or to the interpretation, application, administration, or alleged contravention thereof, or to any alleged violations shall be settled and disposed of exclusively in the manner herein provided.
- 26.02 Grievances submitted on behalf of employees must be submitted promptly and they must be submitted by the Union on behalf of employees to the immediate Supervisor within fourteen (14) days of the event grieved. Failing settlement with the Supervisor, the grievance must be submitted in writing for settlement by a representative of the Union to a representative of the Company, who shall meet within two (2) weeks, unless mutually agreed otherwise and endeavor to settle the matter.
- 26.03 Any grievance not submitted in writing to the Company within fourteen (14) days from the date of the alleged violation shall be deemed waived and forfeited for all purposes. Should the parties be unable to reach a mutually satisfactory agreement within two (2) weeks, either party desiring arbitration may notify the other party, in writing, within fourteen (14) days thereafter, whereupon the matter shall be submitted to an arbitrator, who shall be a disinterested person, and who shall be mutually selected by the Company and the Union. In the event that an agreement as to who should arbitrate the difference cannot be reached, either party may apply to

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

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

UP23 – Article 29 – Duration, Termination

The Union proposes discussion on the term and will provide language at a later date.

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

UP24 – Letters of Understanding

Discuss all Letters of Understanding and move into the body of the Collective Agreement where appropriate.