

**SUN GRO HORTICULTURE
CANADA LTD.**

FROM: June 1, 2019
TO: May 31, 2024

President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is stylized with a long horizontal line extending to the right.

Jeff Traeger,
President UFCW Local 832



SUN GRO HORTICULTURE CANADA LTD.

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EXPIRY DATE: May 31, 2024

AGREEMENT BETWEEN:

SUN GRO HORTICULTURE CANADA LTD. (Manitoba Peat Moss Operations), hereinafter referred to as the "Company"

and

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

ARTICLE 1 PURPOSE

1.01 The Company and the Union each represent that the purpose and intent of this Agreement is to promote cooperation 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 operation and to set forth herein the basic agreements and understanding covering rates of pay, hours of work, grievance procedures and conditions of employment.

ARTICLE 2 RECOGNITION

2.01 The Company recognizes the Union as the sole collective bargaining agent for the plant unit of all employees of Sun Gro Horticulture Canada Ltd. in the Province of Manitoba, including those performing the function of Field Workers, Maintenance Workers and Plant Workers, excluding office and clerical, security personnel and watchpersons, lab staff at the Company's Elma location, forepersons, those above that rank and those excluded by the Manitoba Labour Relations Act.

2.02 An employee in the bargaining unit shall not hire, lay off, transfer, promote, demote, suspend, discharge or exercise any other discipline.

ARTICLE 3 NO CONTRACTING OUT

3.01 The Company will not contract out work, other than that currently in place, now being performed by employees covered by the bargaining unit, except in emergency situations or work that cannot be performed by bargaining unit employees as outlined in Article 2.01.

ARTICLE 4 DEFINITIONS

4.01 Employees covered by this Agreement are defined as follows:

- (a) **Seasonal Employees:** A seasonal employee shall be a person who works less than one hundred and sixty-five (165) days in any one (1) calendar year. The calendar year will be defined as the last pay period end date in the month of May to the last pay period end date in the month of May the following year.

- (b) **Full-time:** A full-time employee shall be a person who works more than one hundred and sixty-five (165) days in any one (1) calendar year. The calendar year will be defined as the last pay period end date in the month of May to the last pay period end date in the month of May the following year. **New full-time employees must be able, willing and available to work in the Plant on an on-going basis as operations require to be defined as a full-time employee. Full-time employees retain the ability to take a lay-off as available, should they so choose, as per article 16.09 of this Agreement.**

Any employee who works one hundred and sixty-five (165) days in any one (1) calendar year automatically becomes full-time and will remain a full-time employee (subject to Article 16 - Layoff and Recall) and be entitled to full-time benefits and provisions as per this Collective Agreement.

4.02 Wherever the male pronoun is used, it shall be deemed to include the female pronoun and vice versa, and wherever the singular is used it shall be deemed to include the plural, and vice versa.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 The Union recognizes that the Company has the exclusive right, subject to the provisions of this Agreement.

- (a) To hire, classify, direct, assign, promote, demote, suspend, transfer

and discharge employees and to increase and decrease working forces, provided that a claim, by an employee who has seniority status, that they have been discharged without cause, may become the subject of a grievance and shall be dealt with as hereinafter provided;

- (b) To maintain order, discipline and efficiency;
- (c) Generally to manage the Company and, without restricting the generality of the foregoing, to determine the number and the location of establishments, the methods and processes to be used, schedules of work, kinds and locations of machines, tools and equipment to be used, selection, installation and requirements in the operation of any equipment or materials it decides to use or handle;
- (d) To make, alter and enforce rules and regulations to be observed by employees, not inconsistent with the terms of this Agreement.
- (e) To select and appoint supervisory personnel and that such personnel may perform physical tasks provided such tasks do not displace a member or members of the bargaining unit and are a temporary nature and does not exceed three (3) hours in any one (1) day.

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

ARTICLE 6 UNION SHOP

6.01 The Company shall 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 within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.

6.02 The Company shall forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the **Membership Application**.

ARTICLE 7 DEDUCTION OF UNION DUES

7.01 The Company shall 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 twenty (20) 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 **electronic** statement of the names, **Social Insurance Numbers** and addresses 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 **monies**, with **an electronic list containing** the name change of employees and names and **Social Insurance Numbers** of **all** employees who have terminated their employment, **retired, been laid-off, is on sick leave or on paid or unpaid leave of absence** during that reporting period.

7.02 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 of each employee by no later than February 28th.

7.03 The Union hereby agrees to indemnify and save harmless the Company against any and all claims, demands, suits or other forms of liability arising out of any action taken or not taken by the Company in compliance with any or all of the provisions of this Article.

ARTICLE 8 NON-DISCRIMINATION/HARASSMENT

8.01 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.

8.02 The Union agrees that neither its officers, members, or persons employed directly or indirectly by the Union, shall discriminate or intimidate employees who are not members of the Union.

8.03 The Company and the Union agree that no form of harassment, abuse **and/or bullying** shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Situations involving harassment, **abuse and/or bullying** shall be treated in strict confidence by both the Company and the Union. Any employee who believes that they are being harassed, abused **and/or bullied** shall report this to a management person they are comfortable reporting to and/or full-time Union Representative. The Company and the Union agree to comply with all of the provision of *The Human Rights Code* for the Province of Manitoba and subsequent amendments to it.

ARTICLE 9 UNION REPRESENTATION

9.01 The Union shall appoint **and/or elect Shop** Stewards to be recognized by the Company.

9.02 The Union shall advise the Company of the names of all Union **Health and Safety** Committee members and **Shop** Stewards and the Company shall not be required to recognize same until properly informed, in writing.

9.03 Nothing in this Article shall be interpreted so as to prevent an employee who is a **Shop** Steward from acting on a Union Committee. It is, however, understood that an employee shall not be eligible to act as a member of the Union Committee, or as a **Shop** Steward until such employee has attained seniority status.

9.04 The Union acknowledges that **Shop** Stewards have regular duties to perform as employees of the Company, and that such persons shall not leave their regular duties for the purpose of **investigating** grievances, or for the purpose of conducting any business on behalf of the Union without first obtaining the permission of their immediate Supervisor. Such permission shall not be unreasonably withheld.

9.05 In consideration of **Shop** Stewards complying with the terms of 9.04 above, the Company shall pay such employees for normal time spent in **investigating** grievances of employees or attending other meetings with representatives of the Company during their regular hours of work.

ARTICLE 10 UNION REPRESENTATIVE'S VISITS

10.01 Duly authorized full-time representatives of the Union shall be entitled to visit the Company's operations for the purpose of observing working conditions, interviewing members during their scheduled breaks, and to ensure that the terms of the Collective Agreement are being implemented. Such visits will not unduly disrupt operations. The Union will provide notice of such visits.

ARTICLE 11 BULLETIN BOARDS

11.01 The Company shall, during the term of this Agreement, permit Union Officers, who are employees of the Company, to post notices concerning Union meetings or other matters of interest to the Union members, to Bulletin Boards normally used for such purpose or to erect Bulletin Boards owned by the Union, in appropriate locations in the plant. Such Bulletin Boards may only be used for notices pertaining to official Union business.

ARTICLE 12 LABOUR MANAGEMENT COMMITTEE

12.01 A Joint Labour Management Committee consisting of not more than two (2) employees appointed **and/or elected** by the Union and an equal number of Company representatives shall meet at least once every three (3) months 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. **Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Company shall fax or email a copy of such minutes to the Union Office within fourteen (14) calendar days of completion of the meeting. The chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.**

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

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

12.04 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 13 NO STRIKES OR LOCKOUTS

13.01 The Union agrees that, during the term of this Agreement there will be no strike, slowdown or stoppage of work, either complete or partial, for any reason, and the Company agrees that there shall be no lockout for any reason during the term of this Agreement.

ARTICLE 14 PROBATIONARY PERIOD

14.01 New employees shall be on a probationary period for seventy-five (75) days worked since their original date of hire. The Company, at their discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration articles of this Agreement, unless such discharge could be in contravention of Manitoba Labour or Human Rights legislation.

ARTICLE 15 SENIORITY

15.01 The purpose of seniority regulations is to provide a policy governing layoffs, recalls, promotions and the allotment of vacation entitlement.

15.02 An employee's seniority shall not be effective until such time as he has completed seventy-five (75) days worked. Subsequent to the completion of the required seventy-five (75) days worked, an employee's seniority date shall be effective from the date of employment.

15.03 The Company shall prepare a seniority list on which the name, employment dates, years and months of service, at June 30th of each year, of all employees covered by this Agreement shall be recorded. Revisions and/or amendments to the seniority list shall be posted every four (4) months. A copy of all seniority lists shall be forwarded to the Union **in an electronic format and shall contain Social Insurance Numbers, employee numbers, addresses, telephone numbers, classifications, departments, status (full-time/seasonal) and rates of pay of all bargaining unit employees.**

15.04 All employees shall be required to notify the Company and the Union immediately of any change in address or telephone number, either temporary or permanent.

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

- (a) If the employee voluntarily quits or retires;
- (b) If the employee is discharged and not reinstated pursuant to the grievance procedure or arbitration provisions of this Agreement;
- (c) 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 twenty-four (24) hours.
 - (ii) **if the employee is working elsewhere or cannot be contacted personally, they must return to work within seven (7) days of the receipt of registered notice to return.**

NOTE: It shall be the responsibility of the employees to keep the Company advised at all times of their current address and telephone number.

- (d) If an 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 or when applying for the leave of absence;
- (e) If the employee is laid off and not recalled to work for a period extending beyond one (1) year;
- (f) If the employee is absent two (2) consecutive working days without advising the Company and providing reasonable reason for the absence. This provision may be waived by the Company on consideration of the circumstances surrounding the absence.

15.06 An employee leaving the bargaining unit for the purpose of advancement within the Company and returning before a three (3) **consecutive** month period shall have no loss of seniority, job classification or location and will continue to pay their monthly **Union dues** for the three (3) **consecutive** month period.

15.07 No new employees shall be hired by the Company as long as there are qualified employees who are able and willing to perform the work required, or so long as there are employees who are on layoff status who are able and willing to perform the work required.

ARTICLE 16 LAYOFF AND RECALL

16.01 A layoff includes a temporary or permanent discontinuation of work.

16.02 The Company shall give thirty-two (32) working hours' notice, in advance, of a layoff, excluding Saturdays, Sundays and general holidays, except as follows:

- (a) a cessation of available work for seasonal employees;
- (b) a temporary layoff as a result of fire, mechanical breakdown or weather conditions;
- (c) when an employee has been called in to replace an employee absent due to sickness, banked time or leave of absence up to five (5) days.

16.03 In the event of a reduction of work force, covered by this Agreement, the Company shall apply the principle of "last on, first off", providing the remaining employees are capable of performing the work available.

Employees will be allowed one (1) orientation period of one (1) day. This orientation period will not apply when the reduction of the work force is of a temporary nature (5 days or less) and is due to inclement weather. The Company will act reasonably and in good faith in a manner consistent with the Agreement as a whole.

16.04 Seasonal employees including those on probationary period shall be laid off in reverse order of seniority when no work is available, and shall be recalled to work by length of service with the longest length of service seasonal employee being recalled first when work becomes available.

16.05 All positions related to the harvesting operations will be posted by May 1st each year.

16.06 Seniority employees working on harvest Monday through Friday may, after five (5) working days of layoff, displace junior employees in any classification if they have the ability to perform the normal functions of the job without an additional training period. A seniority employee who wants to displace the most junior employee will notify the Company by the fifth day of layoff.

Seniority employees impacted by inclement weather will be given the opportunity if needed by the Company, in decreasing order of seniority, to do any work available, should they so choose, during the first five (5) days of their lack of work.

16.07 In situations where it is necessary to obtain employees in less time than is normal under the terms of this Agreement, the Company, shall, if unable to contact the senior eligible employee, recall the next senior employee and so on down the seniority list until the vacancy is filled. If, however, the senior employee subsequently reports within the required time, such employee shall be entitled to perform the work available for which the next senior employee was recalled.

16.08 In all cases of temporary layoffs, resulting from inclement weather conditions, the provisions of 16.03 shall apply, where practical.

16.09 An employee who is laid off and fails to receive the hours of work to which they would otherwise be entitled to, in accordance with the provisions of this Agreement, shall be compensated for such hours or receive such lesser compensation as may be deemed fair and reasonable under the circumstances.

16.10

Order of Layoff and Recall

Employees shall be laid off in reverse order of seniority provided that those entitled to remain on the basis of seniority are qualified and able to do the work which is available.

If during a layoff, a senior employee wishes to be laid off prior to a junior employee, the Company shall accommodate the senior employee's request providing the vacancy created can be filled with qualified employees without recalling or hiring.

16.11 An employee shall be recalled to the position held prior to the layoff in order of seniority provided the employee remains qualified and able to perform the duties. If that position is no longer available then the employee shall be re-assigned to a similar position with similar wage, if vacant. Should no similar position be vacant then to another vacant position at the rate for the position.

16.12 Where possible, the Company will offer cross-training to employees who may be affected by a layoff in order to ensure that when layoffs occur, the most junior employees in are on layoff unless senior employees have requested to be on layoff. In situations where employees have indicated their interest in cross-training, as determined by the Company, the senior applicant will be selected.

The Company will maintain a sign-up process for cross-training as covered under this Article. The Company will post cross-training opportunities annually by June 1st of each year and on an as needed basis throughout the balance of the year. The onus is on the employee to indicate their interest in cross-training opportunities and the areas of the plant where they are interested in receiving training. Employees can sign up for a maximum of one (1) cross-training opportunity per calendar year unless there are no employees interested in the training opportunity in question, in which case it shall be opened to all employees.

Cross training opportunities shall typically be offered in the following areas unless a specialized need exists:

- Perlite Plant
- Soil Mix
- Baler/Palletizer/Mini Bulk/Tower Baler

The Company shall provide interested employees with an appropriate training period for the skills required for the job in question. When an employee receives training for any position, they shall be notified in writing that they have successfully completed the training for that position. As per Article 16.03 of this Agreement, the employee will be entitled to a one (1) day orientation period if they are assigned to this job in the future. In no event will any employee under any

circumstances have their wage reduced as a result of their own or any other employee's cross-training.

If at any time, senior employees refuse to avail of the training, then they forfeit their right to maintain their employment in those positions where they are not qualified during the period of layoff.

Cross training opportunities shall be open to all employees regardless of work location. The use of this process does not constitute a guarantee that training will be offered by the Company. This Article outlines the process that shall be used to fill training opportunities as Company needs arise.

ARTICLE 17 HOURS OF WORK/REST PERIODS

17.01 The normal hours of work shall be 8:00 a.m. to **4:00** p.m. Monday to Friday. It is, however, understood that other shifts and/or hours of work may be scheduled, dependent on operational requirements. It is further agreed that the hours of all shifts shall be determined by mutual agreement, as recorded, in writing, dated and signed by the plant manager, the affected employee(s) and a shop steward or full-time **Union Representative**. Copies will be given to the **Union** and each affected employee.

SHIFT DEFINITION:

Day Shift - 8:00 a.m. to **4:00** p.m.

Afternoon Shift - **4:00** p.m. to **12 midnight**

Night Shift - 12 midnight to 8:00 a.m.

The Company shall grant **three (3) paid** rest periods of fifteen (15) minutes at times suitably spaced to production operations

17.02 During the months of November, December, January, February and March any employee who is scheduled to begin work between the hours of 6:00 a.m. and 8:00 a.m. for the purpose of plant start-up shall be paid their overtime rate for that period of time they actually work between the hours of 6:00 a.m. and 8:00 a.m.

17.03 The Company's regular work week will be from midnight Sunday to midnight Friday.

17.04 Employees are expected to be at their respective work stations at the start of their shifts and prepared to start work.

17.05 Whenever possible employees are expected to notify their foreperson at least four (4) hours in advance of their shifts in the event they will be either late or will be unable to report to work.

17.06 The Company and the Union recognize that weather conditions are one of the most important factors affecting the Company's operations, and therefore, agree that the Company reserves the right to schedule hours of work and shifts on any day during the week, including Saturday and Sunday.

17.07 The Company shall provide employees with adequate relief and the required time to change clothing or equipment necessitated by a change in weather and/or working conditions.

17.08 **Rest periods** and smoking will be confined to the time and area designated by the Company.

ARTICLE 18 WEEKEND WORK

18.01 Weekend work required shall be posted as soon as possible but no later than the last **break** on Thursday day shift so that all interested employees can indicate their interest in working. By Friday noon the Company shall post names of employees working.

18.02 Saturday and Sunday Harrowing and Vacuum Harvesting Work

During harvesting operations when Saturday and Sunday Harrowing and Vacuum harvesting work is required, the following procedures will be used to offer the work:

- 1st: Employees who have bid on and obtained these positions will be given the first opportunity to do the work. If these particular employees do not want to do the work in a particular week, then
- 2nd: All other employees will be the given the opportunity for the work in order of seniority, provided the employees has the ability to perform the work.

18.03 Pay for Saturday or Sunday Vacuum Harvesting or Harrowing

Where employees are required to work a Saturday or Sunday vacuum harvesting or harrowing, they will be paid one and one-half (1½) times their regular rate of pay after they have worked twenty-four (24) regular hours in a week. A General Holiday referred to in Article 27 - General Holidays, and vacations that are scheduled at least two (2) weeks in advance shall be considered days worked in the week for the purpose of this clause.

ARTICLE 19 OVERTIME

19.01 Employees required to work in excess of eight (8) hours of work in any one (1) day, shall be paid time and one-half (1½) their regular hourly rate of pay. All employees required to work Saturday and Sunday in the plant operations will be paid time and one-half (1½) their regular rate of pay.

19.02 Employees required to work overtime on a regular work day or shift shall be paid for such overtime in one-half (½) hour increments at the applicable overtime rate.

19.03 Overtime shall be by mutual agreement between the employees and the Company. Within the location where the overtime is required, the most senior employee in a classification will be requested first and thereafter in decreasing order of seniority, if they wish to work the overtime. If no employee in the classification wishes to work the overtime, the Company shall go to the most senior employee outside of the classification, in that location, who has the ability to do the normal functions of the job and thereafter in decreasing order of seniority. If no employee, in that location, wishes to work the overtime, the Company shall ask employees from other work locations who have the ability to do the normal functions of the job in decreasing order of seniority, if they wish to work the overtime. If no employee wishes to work the overtime the Company shall assign a 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.

19.04 The Company shall advise employees required to work overtime a minimum of four (4) hours prior to commencement of the overtime, the expected duration of same and personnel requirements. On notification the affected employee shall advise the Company of their availability. The four (4) hour notice shall not apply where employees are required because of late truck arrivals.

19.05 Employees required to work on general holidays designated in Article 27 General Holidays, shall be paid for all hours worked at rate and one and one-half (1½) their regular hourly rate of pay.

19.06 **Meal Allowance**

 In the event an employee is not given notice to work overtime by the end of their prior work day and is required to work one (1) hour or more of overtime, they will be paid a meal allowance of twelve (\$12.00) dollars.

19.07 Employees who are required to work overtime in excess of one (1) hour after the completion of their regular shift shall first be scheduled one (1) fifteen (15) minute rest period with pay and shall receive an additional fifteen (15) minute rest period with pay for each additional two (2) hours of overtime worked.

ARTICLE 20 VOLUNTARY BANKING OF OVERTIME

20.01 Overtime may be banked for time off in lieu of payment. The following guidelines will apply: (all time off will reflect the appropriate overtime rates with the equivalent period of hours) and banked overtime shall be paid on the basis of the rate at which the overtime was earned initially.

- Only **fifteen (15)** days or **one hundred and twenty (120)** hours will be accumulated at any one **(1)** time.

- Time can be re-accumulated when any banked time is spent.

- Time off can be taken with vacation time if the Company and the employee mutually agree

- Lieu time off must be taken by the end of the calendar year in which the time was worked. Failure to do so will result in the remaining lieu time off being paid out on the first pay day of the next calendar year.

20.02 If the employee wishes to bank overtime, they must inform the appropriate supervisor when the employee incurs the overtime. Time off will only be taken during non-peak operational periods and will be subject to the provisions of Article 28.08, Scheduling of Time Off, of the Collective Agreement. Banked overtime will be paid up in the event of termination of employment.

20.03 In the event of layoff employees are encouraged to take their banked overtime prior to their Record of Employment being issued. In the event banked overtime is not taken and it is subsequently paid out during the layoff period, the Company will issue an amended Record of Employment and the employee must then declare it as income at that time for Employment Insurance purposes.

ARTICLE 21 MINIMUM CALL-IN

21.01 No employee shall be called in or requested to work for less than four (4) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full four (4) hours at their appropriate hourly rate of pay.

ARTICLE 22 TRAVEL ALLOWANCE

22.01 Employees required, **by the Company**, to go from one **(1)** Company operation to another in the same day will be paid their regular rate of pay for travel time plus mileage when using their own vehicle. The mileage rate paid will be at the Canada Customs and Revenue Agency's established business standards kilometre rate. **The terms in Article 19 – Overtime will apply.**

ARTICLE 23 SHIFT PREFERENCE

23.01 Preference to work the day, afternoon or night shift, within classifications, shall be made on the basis of seniority, but once an employee has been posted to a shift such employee must remain on that shift for a minimum period of two (2) weeks, subject to two (2) working days' notice of a request to change by the employee.

ARTICLE 24 JOB POSTINGS AND PROMOTIONS

24.01 The Company shall, within fourteen (14) calendar days of the vacancy occurring which the Company intends to fill or a new position being created, post a notice of all permanent vacancies or new classifications, in each operation for four (4) working days, to allow employees opportunity to make application for such positions.

Excluding vacancies caused by automation and/or technological changes, future vacancies caused by seniority employees quitting, dying, retiring, or being terminated from the current seniority positions will be posted and available also to seasonal employees.

24.02 Vacancies of a temporary nature shall be offered to senior employees having due regard to ability to perform the work available. In the event a suitable senior employee is not available the Company shall fill such vacancies temporarily, for a period of fourteen (14) days, during a period of sickness, vacation, accident or an approved leave of absence.

24.03 Seasonal employees shall be entitled to apply and be awarded vacancies as indicated in 24.01 and 24.02 above but can only be awarded any posted vacancies if no full-time employees have applied and/or if the full-time employees do not have the ability to perform the work available. Full-time employees must be able, willing and available to work in the Plant on an on-going basis as operations require to be promoted to a full-time position. If a seasonal employee is successfully promoted to a full-time position they shall complete a five (5) day training/trial period to determine if they can successfully complete the job assignment in question. In certain situations, the training/trial period may be extended.

24.04 Seasonal jobs shall be posted and senior employees will have preference to fill the vacancies. If vacancies still exist after senior employees have been offered the jobs, then seasonal employees will be hired. Once the vacancies are filled then the provisions of Article 24.05 shall apply. Seasonal harvesting jobs will be considered a temporary vacancy so that employees will be able to return to their pre-harvesting job at the end of the harvest.

24.05 When a job has been filled, then a more senior employee cannot "bump" this employee, unless there is a reduction of the work force or their job has been deleted for five (5) or more working days.

24.06 All promotions shall be based on seniority and ability. Ability being equal, seniority shall prevail. Employees accepting promotions shall be allowed a reasonable time in which to qualify. In the case of an employee moving to a new classification, the employee shall only have the right to return within fifteen (15) working days to their former position. The Company and the **Shop Steward** shall agree on time limits in regard to promotions, up to thirty (30) working days.

24.07 A new job classification shall be posted. Should there be no successful candidate for the job posted then the Company shall fill the position but shall offer training to the most senior employee with the basic knowledge who unsuccessfully bid on the job to allow them to qualify for future postings in accordance with the process outlined in Article 16.11.

24.08 The Shop Steward and Union Representative shall receive, within ten (10) calendar days of each instance, copies of all job postings along with a list of the applicants for each posting as well as the name of the successful **applicant**.

ARTICLE 25 APPRENTICESHIP PROGRAM

25.01 The Company shall assist employees that enter the approved provincial government apprenticeship program in accordance with the following:

- (a) Present maintenance employees entering the program shall continue to receive their classified rate of pay until successful completion of the entire program.
- (b) On receipt of official notification that an employee has successfully completed the program such employee shall be reclassified as a Journeyman and be paid the applicable hourly rate effective the date of notification.

- (c) Non-maintenance employees may enter the apprenticeship program on application and acceptance for the position of maintenance helper, when such position is available. During the program the employees shall be paid the maintenance helper rate until such time as they have successfully completed fifty (50%) percent of the course. At that time the employee shall be reclassified in the appropriate non-journeyperson maintenance classification. On completion of the course, in accordance with subsection (b) above, the employee shall be reclassified as a Journeyperson.
- (d) The Company shall pay employees that are required to attend school, during their normal working hours, the difference between their regular hourly rate, for all hours lost, and the subsidies provided through the apprenticeship program and Employment Insurance. It shall be the responsibility of the employee to apply for all such subsidies.

25.02 Opportunities for apprenticeship shall be posted and filled in accordance with Article 24, Job Postings and Promotions.

25.03 The parties agree that should concerns with retention of ticketed tradespersons who have completed an Apprenticeship Program arise, the Union and the Company will meet in a pro-active manner to address such concerns.

ARTICLE 26 TECHNOLOGICAL CHANGE

26.01 Technological change shall mean the introduction by the Company into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Company in the operation of the work, undertaking or business, and a change in the manner in which the Company carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

26.02 Where the Company proposes to effect a technological change that is likely to affect the terms and conditions or the security of employment of a significant number of employees in the unit or to alter significantly the basis upon which the Collective Agreement was negotiated:

- (a) The Company shall notify the Union at least sixty (60) days before the introduction of the technological change, and provide the Union with a detailed description of the technological change that it intends to implement, disclosing all foreseeable effects and repercussions on the employee.

- (b) The negotiation of the effects of technological change will take place not later than forty-five (45) days prior to the intended date of implementation.
- (c) If the Company and the Union fail to agree upon measures to protect the employee from any adverse effects, the matter may be referred by either party to Arbitration as provided for under the terms of this Agreement and it is expressly understood and agreed that the Arbitrator shall have jurisdiction to deal with this matter and that the Arbitrator's decision shall be final and binding on all parties concerned. For the purpose of this Article, the right to arbitration shall only apply to the effects that any technological changes may have on the employees. The Arbitrator shall not have the jurisdiction to prevent the Company from introducing any technological changes it feels is necessary nor have the jurisdiction to prevent a reduction of the workforce as a result of these changes.

ARTICLE 27 GENERAL HOLIDAYS

27.01 The following days shall be recognized annually as general holidays for the purposes of this Agreement:

New Year's Day	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day or portion of a day designated as a paid holiday by the provincial or federal governments.

27.02 All employees who qualify for general holidays shall receive eight (8) hours' pay at their regular hourly rate of pay, plus any appropriate shift premiums that the employee has been consistently receiving over the two week period immediately preceding the general holiday.

27.03 An employee qualifies for a general holiday with pay, provided:

- (a) that the employee worked their last scheduled shift immediately before and after the **general** holiday observed, or makes some other arrangement acceptable to the Company; and
- (b) that if an employee is absent because of an illness or accident, the

Company may require a recognized physician's certificate; and

- (c) that the employee has not been laid off for more than three **(3)** consecutive weeks immediately prior to a general holiday, unless such employee is called back to work on the general holiday or within the seven (7) calendar days immediately following the general holiday.

27.04 An employee that qualifies for the payment of general holidays, but is absent because of certified illness or compensable injury, shall receive pay for each such holiday that occurs during the twenty-six (26) week period following the commencement of the disability at such employee's applicable short term disability rate of pay unless they are receiving Worker's Compensation benefits for such holiday.

27.05 If a general holiday occurs during an employee's vacation, the employee shall take an extra day's vacation with pay.

27.06 When a general holiday or holidays fall on a Saturday or Sunday, unless otherwise mutually agreed between the Company and the Union, the next working day or days shall be declared as the general holiday or holidays, for which employees shall then receive time off with pay as referred to in this general holiday pay article.

27.07 Notwithstanding any other part of this article, under no circumstance shall any employee, who qualifies under 27.03, receive general holiday pay in an amount less than five (5%) percent of the employee's total wages, excluding overtime, earned in the **twenty-eight (28)** calendar days immediately preceding the general holiday for each general holiday. In the event that an employee is laid off but has earnings under this Article, they shall be paid such monies upon their return to work.

ARTICLE 28 VACATION ENTITLEMENT AND PAY

28.01 Employees who have less than one (1) year of continuous service at May 31st in any year shall be entitled to receive four (4%) percent of their gross earnings for the period of employment during the preceding twelve (12) month period.

28.02 An employee who has completed one (1) or more years of continuous service (or whose seniority is equivalent to one (1) or more years) at May 31st in any year shall be entitled to receive two (2) weeks' vacation leave with pay calculated on the basis of gross earnings divided by two thousand (2000) hours multiplied by eighty (80) hours.

28.03 An employee who has completed three (3) or more years of continuous service (or whose seniority is equivalent to three (3) or more years) at May 31st in any year shall be entitled to receive three (3) weeks' vacation leave with pay calculated on the basis of gross earnings divided by one thousand nine hundred and sixty (1960) hours multiplied by one hundred and twenty (120) hours.

28.04 An employee who has completed eight (8) or more years of continuous service (or whose seniority is equivalent to eight (8) or more years) at May 31st in any year shall be entitled to receive four (4) weeks' vacation leave with pay calculated on the basis of gross earnings divided by one thousand nine hundred and twenty (1920) hours multiplied by one hundred and sixty (160) hours.

28.05 An employee who has completed fifteen (15) or more years of continuous service (or whose seniority is equivalent to fifteen (15) or more years) at May 31st in any year shall be entitled to receive five (5) weeks' vacation leave with pay calculated on the basis of gross earnings divided by one thousand eight hundred and eighty (1880) hours multiplied by two hundred (200) hours.

28.06 An employee who has completed twenty (20) or more years of continuous service (or whose seniority is equivalent to twenty (20) or more years) at May 31st in any year shall be entitled to receive six (6) weeks' vacation leave with pay calculated on the basis of gross earning divided by one thousand eight hundred and forty (1840) hours multiplied by two hundred and forty (240) hours.

28.07 An employee who has completed twenty five (25) or more years of continuous service (or whose seniority is equivalent to twenty five (25) or more years) at May 31st in any years shall be entitled to receive six (6) weeks' vacation leave with pay calculated on the basis of gross earnings divided by one thousand eight hundred and forty (1840) hours multiplied by two hundred and eighty (280) hours. This provides employees with twenty-five (25) or more years service with the equivalent of seven weeks' pay but only six (6) weeks of vacation time off.

28.08 **Scheduling of Time Off**

It is understood and agreed that all employees must take the vacations to which they are entitled within the twelve (12) month period following their entitlement date. The allotment of vacations shall be with the mutual consent of the Company and the employee in accordance with the following:

- (a) to provide a minimum of interruption to the Company's operations;
- (b) to give preference to senior employees.

28.09 Employees shall retain and accrue their seniority status during vacation periods.

28.10 Requests for vacation shall be responded to within ten (10) working days of such request being made by an employee.

28.11 **Vacation Pay Calculation**

The definition of gross earnings will be regular earnings, shift premiums, general holiday pay, overtime earnings, banked overtime paid, paid leave of absence approved by the Company and up to twenty-six (26) weeks or the actual working days on short term disability, (short term disability is paid at seventy-five (75%) percent of an employee's regular hourly rate of pay) WCB or MPIC, with the regular hourly rate of pay at the time of the accident/leave times eight (8) hours per day to be used for the calculation of earnings to be included in gross earnings for the purpose of calculating vacation pay in this Article. Vacation pay and bonuses are not included in gross earnings when calculating vacation pay.

28.12 Employees, on request, shall be entitled to receive their vacation pay at least one (1) full day prior to the commencement of their vacation period.

28.13 In the event of termination of employment, the affected employees shall receive their vacation pay accrued since the last day on which vacation pay was calculated, at their applicable rate.

In the event of lay off:

- employees who have scheduled their vacation will have their vacation pay held by the Company until their scheduled vacation time;
- employees who have not scheduled their vacation will be paid out their accrued vacation pay at time of layoff.

28.14 All seasonal employees shall be paid their vacation pay accrual on each regular pay cheque.

ARTICLE 29 LEAVE OF ABSENCE

29.01 **Union Leave**

The Company shall grant leave of absence to employees, without pay and without loss of seniority, to attend Union business, providing:

- (a) the leave is requested in writing at least one (1) month in advance, prior to the commencement date of such leave, and the leave does not exceed one (1) year (the following applies except for a leave of absence of ten (10) working days or less, in which the leave must be requested at least seven (7) calendar days prior to the date of the leave);
- (b) that not more than two (2) employees at each plant, at any one (1) time, request such leave;
- (c) that the granting of such leave will not unreasonably affect the Company's operations;
- (d) that an employee granted such leave in excess of two (2) months shall not be entitled to any benefits referred to in this Agreement during the leave of absence;
- (e) that all leave of absence are approved in writing, by the General Manager.

29.02

Negotiations Leave

The Company agrees to allow a maximum of two (2) employees, one (1) who regularly works at the Elma Plant and one (1) who regularly works at the **Ramsay Point Bog** time off, without pay, for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement. The Company agrees to compensate the above noted negotiating committee members as if they were at work and bill the Union for reimbursement.

29.03

Personal Leave

The Company may grant leave of absence to employees for personal reasons without pay and without loss of seniority providing:

- (a) all requests for leave of absence are submitted, in writing, fourteen (14) days prior to the date such leave is to commence;
- (b) the requested leave does not exceed three (3) months in any one (1) calendar year;
- (c) that the granting of such leave will not unreasonably affect the Company's operations;
- (d) that all leave of absences are approved, in writing, by the General Manager.

29.04 **Educational Leave**

Employees may be granted leave of absence for educational purposes without pay for a maximum period of ten (10) months conditional to the following: the employee must have completed one (1) year of service with the Company, and the courses must be mutually agreed to be advantageous to the Company.

29.05 An employee granted a leave of absence under the provisions of this Article shall not engage in any other employment during such leave unless authorized, in writing, by the Company.

- (a) An employee who applies for and is granted an educational leave is expected to return to the employ of the Company and continue to work for the Company for at least the amount of time that equals the time of the educational leave.
- (b) If the Company pays for or reimburses an employee for any portion of the employee's course and the employee does not complete his commitment in (a), the full amount paid by the Company shall be deducted from the Employee's final pay.

29.06 The Company shall advise the Union of all employees on leave of absence.

29.07 **Short Term Leave**

Short term leave of absence, less than five (5) days, may be granted by the Company providing the employee notifies the Company at least one (1) day prior to the requested leave.

29.08 **Protected Leaves**

In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves of absence as provided in *The Employment Standards Code* (Manitoba). Eligibility for such leave will be determined in accordance with *The Employment Standards Code* (Manitoba) and Regulations.

Information regarding these leaves can be found at the Employment Standards website at www.gov.mb.ca/labour/standards/.

29.09 **The maintenance of employee benefit plans during a layoff or leave of absence for which there is no pay, shall be maintained upon payment of the full cost by the employee by the first day of the month for which benefits coverage is permitted. Failure by the employee to maintain the cost of the benefits will result in the benefits coverage being discontinued immediately and**

for the balance of the leave. The onus is on the employee to submit payments in advance, as required. The Company is not responsible for reminding employees of their obligations to pay the cost of benefits coverage.

ARTICLE 30 **MATERNITY LEAVE**

30.01 A female employee with six (6) months' service shall be granted a maternity leave of absence by the Company. Said employee shall be re-employed by the Company after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

30.02 Where an employee intends to return to work immediately following her maternity leave she must make application, in writing, and give the Company a minimum of two (2) weeks' notice in advance of the day she intends to return to work.

30.03 In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate.

30.04 Accumulated paid sick leave and/or group insurance benefits (or similar benefits) required because of a medical condition directly attributable to pregnancy, shall be granted to employees under the same conditions as these benefits are granted to other employees.

ARTICLE 31 **PARENTAL LEAVE**

31.01 Every employee with six (6) months' service

(a) who,

(i) becomes the natural **parent or assumes actual care and custody** of a **newborn** child, **or**

(ii) adopts a child under the law of a province; and

(b) who submits to the Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to **sixty-three (63)** weeks.

31.02 **Commencement of Parental Leave**

Subject to the following paragraph, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee will decide when their parental leave is to commence and, where possible, will take said leave at a time that is mutually agreeable to the Company and the employee.

Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before the commencement of the parental leave, unless the employee and the Company otherwise agree.

31.03 **Late Application for Parental Leave**

When an application for parental leave under 31.01 above is not made in accordance with 31.01 (b), the employee is nonetheless entitled to, and upon application to the Company shall be granted, parental leave under this article for the portion of the leave period that remains at the time the application is made.

31.04 **Reinstatement of Employee on Parental Leave**

Subject to available work an employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the position occupied at the time such leave commenced.

31.05 Benefits provided for in this article are in addition to any and all maternity leave benefits that are available to an employee.

ARTICLE 32 BEREAVEMENT LEAVE

32.01 All full time employees shall be allowed a maximum of four (4) days' leave with pay, to make arrangements for or to attend the funeral, in the event of the death of their: father, mother, brother, sister, spouse, common law spouse, son, daughter, stepson, stepdaughter.

All full time employees shall be allowed a maximum of two (2) days' leave with pay, to make arrangements for or to attend the funeral, in the event of the death of their: grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, foster-parent, and foster-child.

Employees shall be allowed one (1) days' leave, without pay, to make arrangements for or attend the funeral in the event of the death of their: brother-in-law, sister-in-law, grandparents-in-law (including those of common law or foster relationships), or to act as a pallbearer, **officiant** or eulogist for the funeral service **of a person who is not a member of the employee's immediate family.**

It is understood and agreed that any leave granted shall end on the day following the funeral.

32.02 In complying with the provisions of this Article, the Company shall pay the employee granted such leave, for the regular hours lost only, at the employee's regular hourly rate of pay.

32.03 The Company may request some verification of the death and relationship to employee before honouring bereavement pay claim.

32.04 The provisions of this Article will not apply when an employee is off duty for the following reasons:

- (a) leave of absence
- (b) **general** holiday
- (c) illness
- (d) injury
- (e) layoff
- (f) vacation

ARTICLE 33 COMPASSIONATE CARE LEAVE

33.01 In the event an employee has an immediate family member who is terminally ill, such employee may request time off for compassionate care purposes and if so, shall be granted a leave of absence or absences which shall not exceed **twenty-eight (28)** weeks in total.

33.02 Employees will give as much advance notice of the request as possible and the **Company** will provide the paperwork necessary for employees to access Employment Insurance funds.

33.03 It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per Article 32, Bereavement Leave, of this **Collective Agreement**.

ARTICLE 34 FAMILY RESPONSIBILITIES LEAVE

34.01 An employee is eligible for up to **five (5)** days leave, without pay, for the purpose of providing necessary care for a family member or a person like family per calendar year. Employees shall be permitted to use vacation or banked overtime to provide pay for such leave, if they have such time available to them. Entitlement to such leave is subject to the following conditions:

- (a) The employee must give as much advance notice as possible, in writing, of intention to take family responsibility leave. Should advance notice not be possible, such leave shall not be denied; and
- (b) The employee will provide reasonable verification of the necessity for the leave if so requested.

ARTICLE 35 JURY DUTY/WITNESS LEAVE

35.01 If an employee is called for jury duty, **which includes jury selection** or is subpoenaed as a witness for the Crown (but not in their own defence), and must, as a result, lose time from work, the Company shall pay the employee's normal wages, provided the amount received for the jury **services** or witness service is paid to the Company, and further provided the employee reports for work when not required for jury or witness duty. In the event the pay received for such service includes mileage, the said amount shall not be paid to the Company.

35.02 To be eligible for above payment, employees must notify their supervisor at the time of their call to jury duty, **jury selection** or witness, and must furnish evidence of the amount of pay received for jury duty.

ARTICLE 36 SAFETY AND HEALTH

36.01 Safety and Health Committee

The Union shall appoint two (2) representatives from each plant and the Company shall appoint two (2) representatives who shall meet at least once per month to discuss matters related to the Safety and Health of all employees.

36.02 Employees shall be paid by the Company for all time spent in attendance during the Labour/Management Safety and Health Committee meetings and Safety inspections. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office shall also be e-mailed or faxed a copy of these minutes. The Chairperson of this committee shall rotate from meeting

to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

36.03 **Workplace Injury**

Employees injured in the performance of their duties for the Company shall not suffer any loss in regular earnings on the day of the injury, provided the employee is sent home or for medical treatment, by a Company representative or a first aid attendant.

36.04 **Protective Equipment and Devices**

The Company shall make reasonable provision to protect the Safety and Health of employees during the course of their employment. Where protective equipment and/or devices are necessary, they shall be supplied by the Company and utilized by employees. Such equipment and/or devices shall remain the property of the Company. In the event of termination of employment, all Company property must be returned or the cost of same shall be deducted from the employee's final pay cheque. Employees working alone shall be entitled to be equipped with a two-way radio or a cell phone, whichever works best.

36.05 **Compliance With Provincial Legislation**

The Company shall comply with the requirements of *The Mines Act* of Manitoba and *The Workplace Safety and Health Act* of Manitoba.

36.06 **Safety and Health Training - Company Established**

The Company shall establish training courses for the purpose of instructing and upgrading members in matters relating to Occupational Health and Safety. Notice of these courses shall be posted for a period of two (2) weeks on all Company bulletin boards to afford interested employees an opportunity to apply for such training. The notice shall contain information setting out the type of course and the basic minimum qualifications required for applicants. Time spent in such training courses shall be considered for purposes of salary and benefits to be time worked. Courses which are scheduled outside of normal working hours shall be paid at the employee's regular hourly rate.

36.07 **Safety and Health Training - Union Approved**

Up to two (2) times per year for a maximum of sixteen (16) hours, the Company agrees to provide time off, with pay, for the purpose of allowing members of the Safety and Health Committee to attend Union-approved Safety and Health seminars, courses or conferences for job improvements. The time and scheduling of this time off is to be mutually agreed upon between the Company and the Union.

36.08 **Right to Refuse Dangerous Work**

In situations where an employee believes that a safety and/or health hazard exists, the employee shall first report **their** concerns to the Supervisor and the Safety and Health Committee. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that a safety and/or health hazard exists, the employee shall be entitled to refuse to work until such time as a person from the appropriate government agency dealing with Safety and Health matters has come to the Company's operations to inspect the concerns firsthand. During this time period the employee shall continue to be paid even though they are refusing to work. The Company has the right to assign alternate work.

36.09 **Training First Time on Job**

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.

ARTICLE 37 WORK CLOTHING

37.01 **Coveralls**

The Company shall pay the full cost of providing maintenance employees that have attained seniority, with a maintenance coverall program, consisting of five (5) issues of coveralls per employee. The Company shall also supply Plant Operators with three (3) issues of coveralls per employee, on the same basis. In addition, the Company shall administer an optional work clothing plan for other employees at no cost to the Company. All coveralls and uniforms will be laundered weekly and replaced by the Company as needed.

37.02 **Raincoats**

The Company shall supply one (1) raincoat for each individual required to work outside, and will replace these raincoats as needed, on return to the Company of the raincoat being replaced.

37.03 **Tools and Equipment**

No employees shall be required to supply their own tools. Each employee shall be provided with the standard tools and equipment required in their job. The Company shall supply tools to employees to replace worn out or broken tools which are turned in to the Company at the time of such replacement. With the advance of technology, the Company recognizes the need for better and improved tools and will agree to purchase where it deems necessary.

37.04

Footwear Allowance

The Company shall **reimburse** employees who have completed their probationary period up to the value of the original receipts to a maximum of **the Plant/Bog boot allowance in the Company's Personal Protective Equipment Policy (currently \$125.00)** per calendar year (January 1 through December 31) for the purchase of CSA approved steel-toed footwear, **including insoles**, to be worn at work, upon presentation of the original receipts of purchase. Employees must be actively working in order to receive such reimbursement. **If the Plant/Bog boot allowance in the Company's Personal Protective Equipment Policy increases, the maximum in this section will increase to that same amount.**

ARTICLE 38 DISCIPLINE

38.01 The Company shall provide the employee and the Union with a written copy of all disciplinary **notices** which are to be a part of the employee's personnel file. On issuance of such **notices** the employee shall be accompanied by a Shop Steward and/or Union Representative. **In the absence of a Shop Steward, another employee from the bargaining unit chosen by the employee being disciplined, shall be present when an employee of the bargaining unit is being disciplined or discharged.**

38.02 Full-time employees will have their files cleared of all **discipline notices** after one (1) year of a clear record and seasonal employees will have their files cleared of all **discipline notices** after two (2) year of a clear record. All employees have the right to view their own files on request. **Employees shall be able to obtain copies of their files when requested and a copy of an employee's reply to any document contained in their files shall be placed in the employee's files.**

ARTICLE 39 ADJUSTMENT OF GRIEVANCES

39.01 The Company is willing to meet any employee, or employee representative for the purpose of discussing grievances with the object of reaching a satisfactory conclusion.

39.02 It is understood and agreed that nothing in this Agreement shall prevent employees from discussing a problem or complaint with their immediate Supervisor without recourse to the formal Grievance Procedure.

39.03 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.

39.04 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.

39.05 All grievances must be submitted in writing. The wording of grievances may be changed or amended for the purpose of clarification at any time up to and including the second step of the grievance procedure.

39.06 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 employee's immediate supervisor or their designated appointee. The immediate supervisor or their designated appointee shall reply to the grievance in writing, to the Union, within five (5) calendar days. If a satisfactory settlement has not been reached, the Union Representative or employee may proceed to Step 2.

STEP 2: The Union Representative or Representatives may take the matter up with the Company official designated by the Company to handle Labour Relation matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

39.07 If a grievance is not settled to the satisfaction of either party to this Agreement by the procedure outlined above, then either party may within ten (10) working days, refer the matter to arbitration in accordance with the provisions of Article 41, Arbitration.

39.08 Any reference to "working days" contained in this Article shall mean Monday to Friday inclusive, but shall not include general holidays.

39.09 It is understood and agreed that the time limits referred to in this Article may be extended by mutual agreement.

39.10 Any employees receiving an increase in their rate of pay, as a result of the settlement of a grievance, shall receive such increase retroactively to the date on which the error in the rate was first made or at such other date as may be mutually agreed between the parties.

39.11 The Company will endeavour to hold grievance meetings during normal hours of work. Employees who are requested to attend any grievance meeting outside of their scheduled shift shall be paid for time spent at the grievance meeting. The minimum amount paid in such circumstances will be equal to one and one-half (1½) hours at the employee's regular hourly rate of pay.

ARTICLE 40 COMPANY GRIEVANCES

40.01 If the Company has a complaint with respect to the conduct of the Union, its officers, committee or stewards, or a complaint that the Union or any of its members have violated the provisions of this Agreement, the Company shall submit such complaints to the Union, and they shall be taken up between the parties as a policy grievance commencing at Step 2 of the Grievance Procedure within ten (10) working days of the circumstances causing the grievance. If not satisfactorily resolved the grievance may be referred to arbitration within five (5) working days.

ARTICLE 41 ARBITRATION

41.01 If the Union and the Company cannot reach an adjustment, upon request of either party, the grievance shall be submitted to an **Arbitrator** mutually agreed upon by the parties.

The party desiring to submit a matter to Arbitration shall notify the other party to this Agreement of its intention in writing and at the same time nominate at least three **(3)** names of possible **Arbitrators**. Within ten (10) calendar days thereafter the other party shall choose one **(1)** of the suggested **Arbitrators** or submit its list of three **(3)** possible arbitrators. If agreement is not reached by the parties within an additional ten (10) calendar days thereafter either party may request the Manitoba Labour Board appointment to appoint a qualified **Arbitrator**.

The **Arbitrator** shall not be deemed to be willing to act unless **they are** in the position to convene the hearing within twenty-eight (28) days from the date of **their** selection. In the event none of the above **Arbitrators** is willing to convene a hearing within twenty-eight (28) days, the matter will be referred to the Manitoba Labour Board who shall appoint an **Arbitrator**.

The decision of the **Arbitrator** shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing.

41.02 The person selected as **Arbitrator** shall in no way be involved directly in the controversy under consideration, or be a person who has a personal or financial interest in either party to the dispute.

41.03 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as they deem essential to a full understanding and determination of the issues involved. In reaching their decision, Arbitrators shall be governed by the provisions of this Agreement and shall render their decision as soon as reasonably possible.

41.04 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Agreement.

41.05 In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the Company's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way they deem equitable.

41.06 The findings and decisions of the Arbitrator, on all arbitrable questions, shall be binding and enforceable on all parties involved.

41.07 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.

41.08 The expenses and fees of the Arbitrator shall be borne equally by the parties to the arbitration proceedings.

41.09 **Mediation**

In the interests of settling a grievance prior to an arbitration hearing, either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. In the event the costs are not borne by the Province of Manitoba, the parties must mutually agree to proceed to mediation at which time the expenses and fees of the mediator shall be borne equally by the parties to the arbitration proceedings.

ARTICLE 42 NOTICE OF TERMINATION

42.01 Employees shall give a minimum of **one (1)** weeks' notice of resignation and final pay cheques shall not be issued until the next pay period, unless legislation requires earlier payment.

ARTICLE 43 PLANT CLOSURE

43.01 In the event of plant closure, the Company shall follow the requirements under Manitoba Legislation.

ARTICLE 44 SEVERANCE PAY

44.01 In the event of a total/permanent plant or department shut down other than an Act of God the Company agrees to provide one (1) week's pay per year of service up to a maximum of eighteen (18) weeks' pay. This includes employees who are laid off up to three (3) consecutive months prior to the date of that shut down. No employee will be entitled to severance pay under this Article if they are transferred to another Company location in Manitoba at the time of closure.

ARTICLE 45 CLASSIFICATION AND RATES OF PAY

45.01 The minimum hourly rate of pay for all employees covered by this Agreement shall be as contained in Appendix "A" of this Agreement, and shall form part of this Agreement, Where an individual employee's hourly rate is higher, such hourly rate shall not be reduced by reason of this Agreement. The rates of pay provided for in Appendix "A" apply to job classifications and not to individuals.

45.02 Regular Hourly Rate of Pay

An employee's regular hourly rate of pay shall be their classification rate, not including premium pay.

45.03 Employees temporarily transferred to another classification shall be paid the wage rate of the job transferred to, provided such rate is not less than their regular classified rate. If the rate is less than the regular classified rate such employee(s) shall receive their regular hourly rate during the period of temporary transfer. Adjustments in rates of pay as referred to herein shall only apply where the temporary transfer has a duration of three (3) hours or more in any one (1) day.

45.04 If as a result of a reduction of the work force an employee is assigned to a job which bears a lower rate of pay than the wage rate of the job from which the employee has been assigned, then that employee shall be paid the wage rate of the job to which they have been assigned as a result of a reduction of the work force, unless the assignment to the lower-rated job is for a period of less than fourteen (14) days, in which case that employee shall be paid the wage rate of the job from which they were assigned for that period of time they actually worked during the assignment to the lower-rated job.

45.05 If during the term of the Agreement a new classification is created or significant changes are made in existing classifications, covered by this Agreement, the wage rate of such new or changed classifications shall be subject to negotiations. Following a trial period of thirty (30) days the Company shall advise the Union of the new or changed classifications, the number of employees affected and rate affixed by the Company. If necessary, the Company and the Union shall meet to establish a classified rate which shall become part of this Agreement. It is understood and agreed that an employee's earnings shall not be reduced during the trial period. If the Company and the Union cannot reach an agreement then at the request of either party the matter shall be submitted to the arbitration procedure contained in this Agreement. The Company and the Union mutually agree that an arbitrator appointed in accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the Company and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

45.06 If employees in a higher rated classification, during harvesting, are directed to perform duties of a Tractor Operator during their regular shifts, such employees shall be paid their regular hourly rate of pay.

45.07 When work reduction takes place in the maintenance department, the journeyman will retain their rate if exercising their seniority to a lower classification within the maintenance department.

ARTICLE 46 PAYMENT OF WAGES

46.01 The Company shall pay all employees bi-weekly on Thursday. It is recognized that during pay weeks in which a general holiday falls, pay may not be available until Friday of that week.

46.02 Each employee shall receive a statement of earnings indicating the rate of pay, number of hours paid for and the deductions from gross earnings.

46.03 Errors in Payroll

Errors in payroll which result in an employee being underpaid twenty (\$20.00) dollars or more shall result in the employee being paid the amount of monies owing within forty-eight (48) hours of the Company being made aware of the error subject to the amount of monies owing being mutually agreed upon between the parties. Where such adjustments are made they shall be noted on the applicable statement of earnings. If the error is less than twenty (\$20.00) dollars such error shall be adjusted on the next regular pay run.

ARTICLE 47 GROUP INSURANCE PLAN

47.01 The Company shall pay the full cost (100%) of premiums to provide the following benefits to all full-time employees with three (3) calendar months of service, providing the employee completes the necessary application cards and meets all eligibility requirements for enrolment. Effective September 1st, 2006, to offset additional costs for the group insurance plan benefits,

- each employee with a spouse and/or dependents will pay toward the cost of their benefit plans, via payroll deduction, a maximum of fourteen (\$14.00) dollars on each of their bi-weekly paycheques to a maximum of three hundred and sixty-four (\$364.00) dollars per calendar year;
- each employee without a spouse or dependents will pay toward the cost of their benefit plans, via payroll deduction, a maximum of (\$8.00) dollars on each of their bi-weekly paycheques to a maximum of two hundred and eight (\$208.00) per calendar year.

These payroll deductions include the employee's **twenty (20%) percent** cost-sharing of the dental plan contributions.

- (a) **Group Life Insurance:** Forty-five thousand (\$45,000.00) dollars payable in the event of death from any cause. In addition, employees shall be permitted to purchase optional life insurance if they so choose at their expense with a payroll deduction to cover the cost;
- (b) **Accidental Death and Dismemberment:** coverage in the amount listed below, in the event of any of the following occurring within ninety (90) days of an accident:

Loss of Life	\$40,000.00
Loss of both hands or both feet or the sight of both eyes	\$30,000.00
Loss of one hand and one foot	\$30,000.00
Loss of one hand and the sight of one eye	\$30,000.00
Loss of one foot and the sight of one eye	\$30,000.00
Loss of one hand or one foot or the sight of one eye	\$15,000.00

In addition, employees shall be permitted to purchase optional

AD&D insurance if they so choose at their expense with a payroll deduction to cover the cost;

- (c) **Short Term Disability:** coverage providing non-occupational benefits for a maximum of twenty-six (26) weeks will be provided by the Company, as follows:
- (i) the benefits shall be equal to **seventy-five (75%) percent** of the employee's normal weekly earnings up to a maximum of six hundred and fifty (\$650.00) weekly.
 - (ii) benefits shall be paid on the first day of necessary absence from work due to an accident or hospitalization and on the second day of necessary absence from work due to sickness, continuing for a maximum period of twenty-six (26) weeks during any period of disability;
 - (iii) periods of disability resulting from the same cause shall be considered as separate periods of disability provided they are separated by a return to active employment with the Company of at least thirty-one (31) days;
 - (iv) in order to be eligible for the payments, employees will be required to complete the necessary forms, including, when requested, confirmation of disability from their medical practitioner.
- (d) It is understood and agreed that the Company shall be entitled to the full premium reduction which may be available from the Employment Insurance Commission as a result of providing the above mentioned Short Term Disability Plan and contributing the full cost for same.

47.02

Dental Plan

The Company shall pay eighty (80%) percent of the cost to provide the Dental Plan to all full-time employees and their dependents following three (3) months of service providing the employees complete the necessary application cards and meet all eligibility requirements for enrolment. The plan shall provide one hundred (100%) percent coverage of Plan "A" and fifty (50%) percent of Plan "B".

47.03 **Health Care Insurance**

Health Care Insurance, arranged through the placing of insurance policies, is designed to assist employees with a part payment of certain medical bills and hospital charges. The employee pays the first **twenty-five (\$25.00) dollars** (the deductible), the insurance company pays eighty (80%) percent of the balance. The deductible is paid only once in any one (1) calendar year for any one (1) person or any one (1) family. The maximum Health Care benefits for each person is ten thousand (\$10,000.00) dollars.

Effective September 1, 2010, there shall be no maximum on the Health Care Benefits. A list of services and supplies covered by the Health Care Insurance are explained more fully in the Company published booklet on Group Insurance Plans.

47.04 **Vision Care**

The Vision Care Program for full-time employees, their spouse and dependents will provide for eighty (80%) percent of the cost up to a maximum of three hundred (\$300.00) dollars over a two (2) year period, per covered person. Vision care coverage includes eye exams once every two (**2**) years.

47.05 **Long Term Disability**

The Long Term Disability Program will provide that after twenty-six (26) weeks of disability a benefit equal to **sixty-six and two third (66 2/3%) percent** of the full-time employee's normal weekly earnings up to a maximum benefit of one thousand, nine hundred and fifty (\$1,950.00) dollars per month for a period of ten (10) years up to the age of sixty-five (65).

47.06 Benefits are explained more fully in the Company published booklet on Group Insurance Plans. Some benefits summarized in the Group Insurance Plans shall be procured by the Company under contracts with insurance companies or health care contractors and the Group Insurance Plans shall be subject to the terms and conditions of such contracts, consistent with the summary of the Group Insurance Plans as such benefits are summarized in the Collective Agreement.

47.07 **Medical Certificates**

The Company will pay, upon presentation of original receipt, the cost of any medical certificate requested by the Company, or as may be required in order to qualify for short term disability, long term disability, etc.

ARTICLE 48 PENSION PLAN

48.01 The Company provided a pension plan for hourly employees which became effective April 1, 1976 and was later replaced by a different pension plan which became effective June 1, 1986. The Company replaced that pension plan with a retirement plan (RRSP) effective April 1, 2003.

48.02 The Company shall provide for the establishment of a joint union-management Committee who will meet from time to time for the purpose of discussing pension issues.

48.03 The Company shall provide a Retirement Plan for Hourly Employees to become effective April 1, 2003 for Manitoba employees. Employees who were employed prior to April 1, 2003 may have been members of the prior pension plan. These employees are eligible to transfer the value of their prior plan benefits to the new plan.

48.04 **Eligibility for Retirement Plan**

- If you were a member of the prior pension plan, you must become a member of the new plan on the effective date.

- If you were employed on or after April 1, 2003 on a full-time basis, you must become a member on the first day of the month after you have completed one (1) year of service.

- If you were employed on or after April 1, 2003 and on a **seasonal** basis, you must become a member on the first day of the month after you have completed two (2) consecutive years of service in which you earned at least **twenty-five (25%) percent** of the Year's Maximum Pensionable Earnings defined in the Canada Pension Plan.

48.05 **Contributions to Retirement Plan**

- You are required to contribute three and one half (3.5%) percent of your earnings to the retirement plan. These contributions will be made by payroll deduction. The Company will make an equal contribution on your behalf to the plan. All contributions will be deposited in the pension fund. Interest will be credited on your contributions and the Company's contributions based on the net rate of return earned on the pension fund.

- If you should become totally and permanently disabled and are receiving benefits under the Company's long term disability plan or The Workers Compensation Act, the Company will make your required contributions as well as the Company's matching contribution to the plan. The contributions will be based on your earnings just prior to disability.

- While receiving short term disability benefits you must continue to contribute to the plan.

48.06 **Retirement Dates**

Normal retirement age is 65. You may elect to retire before age 65, on the first day of any month following your 55th birthday. Alternatively, if you are employed past age 65, you will continue to participate in the plan and your pension will commence when you retire or when you reach age 71, whichever occurs first.

48.07 **Pension Benefit at Retirement**

Your benefit at retirement on contributions, that include accumulated credited interest, made prior to April 1, 2003 by you and the Company on your behalf, will be used to purchase a life annuity.

Your benefit at retirement on contributions, that include accumulated credited interest, made April 1, 2003 forward by you and the Company on your behalf, to the Registered Retirement Savings Plan (RRSP), can be taken in cash (less tax), transferred to another RRSP, and/or to purchase a life annuity.

48.08 **Pension Benefit at Termination**

If you terminate employment prior to April 1, 2003 and if it is before you have completed **two (2)** years of plan membership, you will receive a refund of your contributions with credited interest (less tax).

Under the new retirement plan, you will become vested in the Company's contributions immediately. When you terminate employment you will be entitled to your contributions and the Company's contributions made on your behalf, accumulated with credited interest.

If you terminate employment, all contributions made prior to April 1, 2003 will still be locked in. You may elect to transfer the contributions to another registered pension plan or to an RRSP locked-in to provide a life annuity or to leave the contributions on deposit in the pension fund in order to purchase an annuity at retirement.

If you terminate employment, all contributions made from April 1, 2003 will not be locked in. You may elect to take the contributions in cash (less tax), transfer the contributions to another RRSP, purchase a deferred life annuity or leave the contributions on deposit in the pension fund in order to purchase an annuity at retirement.

48.09 This summary describes the main features of your pension plan. In the event of inconsistencies between this summary and the plan text, the exact terms of the plan will apply.

ARTICLE 49 WORKERS COMPENSATION BENEFITS

49.01 When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall inform the Company so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the Company shall be provided immediately.

49.02 In situations where the Workers Compensation Board denies and/or disentitles an employee from receiving benefits and where in such instances the employee files an appeal challenging the Workers Compensation Board's decision to deny and/or disentitle the employee from receiving these benefits, the Company agrees to immediately provide for the employee to commence receiving short term disability benefits that are provided for in the Collective Agreement. In such instances the employee agrees that if the employee's appeal is accepted by the Workers Compensation Board the Company shall then be reimbursed for all monies owing to them.

49.03 If an employee is required to take time off work to receive follow up treatment for a compensable condition, the time off work without pay required to receive such treatment shall be granted to the employee.

49.04 Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Company for the hours they would otherwise have been scheduled to work on the day of the injury and/or illness, but was unable to work because of the injury and/or illness.

ARTICLE 50 TERM OF AGREEMENT

50.01 This Agreement shall be in effect from June 1, 2019 and shall remain in force until May 31, 2024 and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date of this Agreement, give notice in writing to the other party to negotiate a revision thereof. In the event that no such notice is given within the time specified above, the Agreement shall continue in force and effect from year to year thereafter.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE COMPANY:

Appendix "A" Classification & Wage Rates

Classification	Current	Effective 1-Jun-19 1.5%	Effective 1-Jun-20 1.75%	Effective 1-Jun-21 1.75%	Effective 1-Jun-22 2%	Effective 1-Jun-23 2%
A-1.01						
Labourer						
Seasonal/Probationary						
0-75 days worked	16.72	16.97	17.27	17.57	17.92	18.28
75-250 days worked	17.24	17.50	17.80	18.12	18.48	18.85
251-400 days worked	17.75	18.02	18.33	18.65	19.03	19.41
401-500 days worked	18.29	18.56	18.89	19.22	19.60	20.00
Over 500 days worked	18.97	19.25	19.59	19.93	20.33	20.74
Full Time	20.34	20.65	21.01	21.37	21.80	22.24
A-1.02						
Tractor Operator						
Seasonal/Probationary	18.40	18.68	19.00	19.34	19.72	20.12
Full Time	20.43	20.74	21.10	21.47	21.90	22.34
A-1.03						
Maintenance Helper (service machines), Hauling Tractor & Mini Bulk Helper						
Seasonal/Probationary	18.92	19.20	19.54	19.88	20.28	20.69
Full Time	21.02	21.34	21.71	22.09	22.53	22.98
A-1.04						
Plant Loader, Fork Lift Truck & Composter						
Seasonal/Probationary	19.11	19.40	19.74	20.08	20.48	20.89
Full Time	21.25	21.57	21.95	22.33	22.78	23.23
A-1.05						
Bog Loader, Excavator & Dozer Forklift - Production						
Seasonal/Probationary	19.57	19.86	20.21	20.56	20.98	21.40
Full Time	21.76	22.09	22.47	22.87	23.32	23.79
A-1.06						
Soil Mix Operator, Fire Wagon, Perlite Operator & Plant Operator						
Seasonal/Probationary	19.80	20.10	20.45	20.81	21.22	21.65
Full Time	22.00	22.33	22.72	23.12	23.58	24.05

Classification	Current	Effective 1-Jun-19 1.5%	Effective 1-Jun-20 1.75%	Effective 1-Jun-21 1.75%	Effective 1-Jun-22 2%	Effective 1-Jun-23 2%
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A-1.07

Mechanic, Plant Electrician, Baler Operator & Palletizer

Seasonal/Probationary	20.97	21.28	21.66	22.04	22.48	22.93
Full Time	23.31	23.66	24.07	24.49	24.98	25.48

A-1.08

Yard Truck Driver

Seasonal/Probationary	21.22	21.54	21.92	22.30	22.74	23.20
Full Time	23.56	23.91	24.33	24.76	25.25	25.76

A-1.09

Team Leader	23.68	24.04	24.46	24.88	25.38	25.89
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A-1.10

Journeyman - Electrician, Millwright & Welder

Full Time	26.10	26.49	26.96	27.43	27.98	28.53
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A-1.11

Journeyman - Team Leader

	27.67	28.09	28.58	29.08	29.66	30.25
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A-2 Seasonal/Probationary Employees

Seasonal and probationary employees, depending on the work they are performing, will be paid the greater of the following:

- i) their A-1.01 Seasonal/Probationary Labourer rate;
- or
- ii) the Seasonal/Probationary rate of the applicable classification (A-1.02 through A-1.08) they are working in.

A-3 Overscale Employees

All employees who are receiving rates of pay in excess of the rates identified in “**Appendix A**” will receive all percentage increases per year, the same effective date as all other employees.

A-4 Shift Premiums

Afternoon Shift
Night Shift

Sixty (60¢) cents per hour
Seventy (70¢) cents per hour

A-5 The Company agrees to pay retroactive pay for all employees in the bargaining unit on the date of ratification, for all hours worked and/or paid since June 1, 2019. Retroactive pay shall be provided to employees within thirty (30) days following the date of ratification, on a cheque separate and apart from the employee's regular earnings.

LETTER OF UNDERSTANDING

BETWEEN:

**SUN GRO HORTICULTURE
CANADA LTD. (Manitoba Peat
Moss Operations),** hereinafter
referred to as the "Company"

and

**UNITED FOOD AND
COMMERCIAL WORKERS
UNION, LOCAL NO. 832,**
chartered by the United Food &
Commercial Workers
International Union, hereinafter
referred to as the "Union".

The parties agree that for a Forklift operator to be classified in "Forklift – Production" and paid at the rate of A-1.05, the job incumbent must complete all work associated with that role including computerized tasks on a regular basis. All other Forklift Operators will be paid at the rate of A-1.04.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE COMPANY:

EXHIBIT ONE

TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the Union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Article 6 “**Union Shop**” and Article 7 “**Deduction of Union Dues**” of the Agreement between the **United Food & Commercial Workers Union, Local No. 832**, and **Sun Gro Horticulture Canada Ltd.** contain the relevant information.

Below is a sample Membership Application that must be completed and returned to the Company so it can be forwarded to UFCW, Local No.832 Union Office (1412 Portage Avenue, Winnipeg MB R3G 0V5) within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada				CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.	I hereby authorize to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required. (Cross out box if you do not agree.)
MAILING ADDRESS	CITY	PROVINCE	POSTAL CODE	HOME PHONE		
PREFERRED LANGUAGE	E-MAIL ADDRESS			DATE OF HIRE (D/M/Y)		
COMPANY NAME	INDUSTRY/LOCATION			DEPARTMENT/NO.		
CLASSIFICATION	PROBATION			FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>	
				PART-TIME <input type="checkbox"/>	OTHER <input type="checkbox"/>	
I hereby declare my intention for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be for- feited and assigned to the Union. I further declare that I am not a member of any other union and I do not intend to join any other union. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances and other matters relating to my employment, either directly or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures to ensure privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that any personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.						
APPLICANT'S SIGNATURE	DATE SIGNED			LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE		
X						

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5655 or 1-888-832-9832.