

COLLECTIVE AGREEMENT

Midland TCIU

Between

ADM MILLING CO.
Midland, Ontario

And

UNITED STEELWORKERS TRANSPORTATION
COMMUNICATIONS NATIONAL AMALGAMATED
Union Local 1976

TERM: August 1, 2021 to August 1, 2026

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THIS AGREEMENT, made and entered into this 5th day of August, 2021, by and between ADM MILLING CO. hereinafter referred to as the "Company" and the UNITED STEELWORKERS TRANSPORTATION COMMUNICATIONS NATIONAL AMALGAMATED LOCAL 1976, affiliated with the Canadian Labour Congress, hereinafter referred to as the "Union."

PREAMBLE

This Agreement is entered into by the parties hereto in order to provide for the orderly collective bargaining relations between the Company and those employees who come within the bargaining unit as hereinafter set forth. In consideration of the mutual promises herein contained, the parties hereto mutually agree as follows:

ARTICLE I RECOGNITION

Section 1.01 Recognition

The Company recognizes the Union as the exclusive bargaining agent of employees of the Company's Grain Elevator located in Midland, Ontario, excluding employees not covered by the Certification issued by the Wartime Labour Relations Board (National) under the date of the 13th of November, 1944.

Section 1.02 Union Membership

It is hereby agreed that all such employees who are Members of the Union shall continue their Membership as a condition of employment, and all new employees hired into the service during the life of this Agreement shall become Members of the Union when their probation is completed and shall remain members of the Union as a condition of employment.

Section 1.03 Union Dues

A - The Company shall deduct on the payroll for the pay period of each month in which the 24th day of the month falls from wages due and payable to each employee within the bargaining unit of this collective Agreement, an amount equivalent to the uniform monthly dues of the Union, subject to the conditions and exceptions set forth in this Article, and shall remit such amount to the designated Union Officer.

B - The amount of dues to be deducted shall be equivalent to the uniform, regular dues payment of the Union, and shall not include such payments as initiation fees and special assessments. The amount to be deducted shall not be changed during the term of this Agreement except to conform with a change in the amount of regular dues in accordance with the constitutional provisions of the Union. The provisions of this Section shall be applicable on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues. Dues can only be deducted if it conforms with the Company's uniform dues deduction policy. Annual union dues payments will be reported on the employee's T4 slip.

C - Dues will not be deducted from the pay of any employee for whom membership in the Union is not available under the same terms and conditions as for all other applicants. Membership in the Union shall not be denied for reasons of race, national origin, colour, or religion.

D - Deductions for new employees shall commence on the first pay period which contains the 24th day of the month.

E - If the wages of an employee payable on the payroll in which the 24th day of the month falls are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

F - Payroll deductions now or hereafter required by law, deductions of monies due or owing the Company and deductions for provident funds shall be made from wages prior to the deduction of dues.

G - The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances.

H - In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to paragraph A, both parties shall cooperate fully in the defense of such action. The Union shall indemnify and save harmless the Company from any losses, damages, costs, including legal fees, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

ARTICLE II

MANAGEMENT RIGHTS

Section 2.01

Management Rights

A - The Company retains any and all management rights not expressly limited by the specific terms of this collective Agreement. Among these rights, but not intended as a wholly inclusive list shall be the right to manage the plant and direct the workforce; to plan, direct and control plant operations; to determine the means, methods, processes and schedules of production; to determine the products to be manufactured or processed, and the plant or facility at which they are to be manufactured or processed; to determine the location of its plants/grain terminals and the continuance of its operating departments; to transfer work temporarily or permanently between plants/grain terminals; to temporarily or permanently close the grain terminal or any portion thereof during the term of the collective Agreement; to promote, demote or transfer employees from one job to another; to decide on "make" or "buy" decisions; to determine the number of personnel needed; to determine schedules, shift assignments, and hours of work including overtime; to determine the number of shifts; to demote, discipline, suspend or discharge employees for just cause; to maintain order; to hire, rehire, or recall employees; to lay off or relieve employees from duty because of lack of work or any other legitimate reason; to make and enforce reasonable plant rules and regulations; to make and enforce safety rules; to assign employees to work and

designate the duties of the employees; to change, modify, eliminate or re-assign job duties; to set the wage rates for newly created jobs; to install, use and move cameras for product security and to prevent theft; the Union will be notified in writing of the location and number of cameras in use; to contract work out or in, including maintenance and construction work, or to have such work performed by other Company personnel; to use contract labourers; and to make any decisions or changes which in the opinion of management, the efficient operation of the grain terminal requires.

B - The Company agrees that it will not exercise its functions in a manner inconsistent with the specific provisions of this Agreement, and an alleged violation thereof shall be subject to the grievance procedure. It is understood that the express provisions of this Agreement constitute the only limitations upon the Company's rights.

ARTICLE III GRIEVANCE & ARBITRATION PROCEDURE

Section 3.01 Grievance Procedure

If an employee has a grievance or dispute with the Company, the parties agree to the following procedure:

Step 1

The aggrieved employee shall bring the matter in writing to his immediate supervisor within 7 calendar days of the occurrence of the grievance. A discussion must take place between the supervisor and the employee.

The supervisor shall render his decision in writing within 7 calendar days following such discussion.

Step 2

Should the supervisor's response be unsatisfactory to the grievor, the matter shall be brought up in writing to the Plant Manager's attention within 7 calendar days following Step 1.

The Plant Manager shall then convene a meeting including the grievor and the Union grievance committee to discuss the matter. He should render his decision in writing within 7 calendar days after such meeting.

Step 3

In the event that the grievance is not settled to the employee's satisfaction, the matter should be referred in writing within 7 calendar days to a representative of the President of the Company and the representative of the President of the Union to be discussed with the parties involved. The parties shall communicate within a reasonable period of time to resolve the grievance.

Should there be no agreement, the matter shall be referred to arbitration in writing within 30 calendar days following the said communication.

Section 3.02

Arbitration Procedure

A - In the notice to the other party, the party requesting arbitration must submit a list of names of individuals that it proposes to act as a sole arbitrator. The other party has 14 calendar days to either agree to one of the names submitted or submit its own list.

B - Should there be no agreement in the choice of a person to act as the arbitrator, the Federal Minister of Labour will be requested to appoint one.

C - The cost of the arbitrator shall be shared equally by the parties. Each party shall pay their own costs.

D - No matter may be submitted to arbitration which has not been carried through all steps outlined in the grievance procedure. However, time limits may be extended by mutual agreement.

Section 3.03

Jurisdiction Of The Arbitrator

The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement. The decision of the Arbitrator shall be final and binding on the Company, the Union and the employees.

ARTICLE IV

JOB CLASSIFICATIONS AND RATES OF PAY

Section 4.01

Job Classifications And Rates Of Pay

The following hourly rates will apply during the term of this Agreement:

Hourly Rates Effective

Classification	08-01-2021	08-01-2022	08-01-2023	08-01-2024	08-01-2025
Operator	26.04	26.56	27.09	27.63	28.18
Maintenance	25.38	25.88	26.39	26.91	27.44
Grain distributor	23.27	23.73	24.20	24.68	25.17
Temporary	15.15	15.46	15.76	16.08	16.40

NOTES APPLICABLE TO JOB CLASSIFICATIONS

1. Employees in any job classification will perform any jobs or duties to which they may be assigned. Each "job classification" may include a wide variety of different jobs, tasks and duties, some of which may cross job classification lines. Maintenance, housekeeping and lubrication duties may be required of any employee. Employees who either perform maintenance duties or assist in performing maintenance duties will be paid at the rate of their own regular job

classification. There is no contractual obligation for establishing light duty job classifications.

2. There are no minimum crew or job manning requirements. The Company has the sole right to determine the number of employees in any job classification as well as the right to determine crew size in the plant or any portion thereof, provided there is no violation of the Canada Labour Code. Classified jobs may be filled, vacated or permanently discontinued at the Company's discretion.
3. If employees within the bargaining unit do not possess the necessary skills to fill a vacancy, the Company may fill such vacancy by hiring from outside.
4. Non-employee, contract labour may be used to supplement the Company's workforce.
5. The Grain Distributor job classification is a non-bid classification without specific shift assignment. Such an employee may be assigned to any department.
6. Safety is a shared responsibility. Employees' job responsibilities include their personal safety and collectively, that of their fellow employees.

Section 4.02

Shift Differentials

2nd or 3rd Shifts - A shift differential is paid in addition to an employee's regular straight time hourly rate if he is scheduled and working on either the 2nd or 3rd shift. The 2nd shift differential is 25¢ per hour. The 3rd shift differential is 50¢ per hour.

Note 1: If an employee is scheduled on a 2nd or 3rd shift and is involved in a continuous work period requiring him to work on more than one shift, then the shift on which he has been scheduled establishes the shift differential, if any, for all hours worked during the continuous work period. An employee who is scheduled on the day or 1st shift does not qualify for shift differential pay even though he works on the 2nd or 3rd shifts. Shift differentials are not applicable to call-ins or call-backs unless such an assignment continues on into the employee's regularly scheduled 2nd or 3rd shift. If an employee is on a regular schedule which requires him to overlap 2 shifts, then the shift on which he is scheduled the greatest number of hours determines the shift differential, if any. Should he be scheduled an equal number of hours on 2 shifts, then the higher shift differential will apply.

Note 2: Vessel unload premiums will be as follows:

Shifts will be assigned based on Company's business requirements. The premium will be as follows:

August 1, 2018	\$1.30
August 2, 2019	\$1.40
August 2, 2020	\$1.50

Note 3: Shift differentials are not added to an employee's base rate for purposes of computing overtime, or for any unworked hours for which the employee is paid such as holidays, jury duty, and funeral leave.

Section 4.03 Rates Of Pay - Temporary Transfers

A - If an employee is temporarily transferred for Company convenience to a lower-rated job classification, he will continue to receive the rate of pay for his regular job classification.

B - If an employee is temporarily transferred by the Company to a higher-rated job classification, he will receive the higher rate of pay provided he works on the upgraded job for 4 hours or more. This provision applies only when the employee is specifically assigned to fill a temporary vacancy created by the absence of an employee from work. However, it does not apply to employees who may relieve for breaks or who may be supplementing the workforce performing various tasks or jobs performed by employees in other job classifications.

Section 4.04 Permanent Transfers

An employee who is permanently transferred to a lower-rated job classification will receive the lower rate at the time he begins work in the lower-rated job. If he is permanently transferred to a higher-rated job classification, he will receive the rate of the higher-rated job.

Section 4.05 Creation Of New Job Classification

A - If the Company creates a new job classification, the Company will establish a rate for such classification and, if requested by the Union, shall after no more than 120 days of job experience, negotiate with the Union a permanent rate for such classification.

B - Such negotiated rate will be retroactive to the date that the job was established. If the negotiation of such rate reaches an impasse, there shall be no arbitration of such wage rate. In the event of such impasse, the rate negotiation will be deferred to the next regular negotiation of the contract and the provision of retroactivity shall be as provided in this Section.

Section 4.06 Leadsperson and Relief Supervisor Rates

A - In the event the Company selects an hourly-paid employee to act as a working Leadsperson in addition to his regular duties, his hourly rate of pay shall be \$0.50 higher than his classified rate. The Leadsperson rate shall be paid only for those hours during which the employee performs the Leadsperson function. He may simultaneously perform both his regular duties and his Leadsperson duties.

B - In the event the Company selects an hourly-paid employee to act as a working Relief supervisor in addition to his regular duties, his hourly rate of pay shall be

\$1.00 higher than his classified rate. The Relief supervisor rate shall be paid only for those hours during which the employee performs the Relief supervisor function. He may simultaneously perform both his regular duties and his Relief supervisor duties.

ARTICLE V HOURS OF WORK AND OVERTIME

Section 5.01 Intent And No Pyramiding

This Article is intended to set forth the normal hours of work and to provide a basis for computing overtime and premium pay, and shall not be construed as a guarantee or limitation on overtime hours or on hours of work per day or per week, nor shall anything in this Agreement be so construed as to permit the pyramiding or duplicating of overtime or premium payments. Hours for which overtime or premium payments are made shall not be used to compute overtime or premium pay for any other hours. Whenever more than one premium could be applied to the same hours, only the larger will be paid. For purposes of this Section, shift differentials are not considered as premium payments.

Section 5.02 Workday And Workweek

The workday is a 24-hour period running from 7 AM one day to 7 AM the following day. The workweek begins at 7 AM Monday and ends at 7 AM the following Monday. The workday and workweek may be different for some individuals or shifts in the interest of efficient or less costly operations.

Section 5.03 Starting Times, Shifts And Schedules

A - The Company may vary shift schedules, starting times and quitting times for different areas or operations of the terminal or for individual employees.

B - The normal workweek contains 5 workdays. However, the Company may vary or change the number of hours scheduled, the number of shifts scheduled, the manpower requirements of the various shifts and the scheduling of workdays and hours for business reasons or efficient operations. Employees may be scheduled to eat on the job or have a 30-minute unpaid lunch period. Any area of the terminal or portion of the employees may be scheduled in more than one way.

C - Employees scheduled in operations with job classifications requiring 2 or more shifts may be required to rotate shifts. The Company, at its discretion, may from time to time change an individual employee's shift assignment within a given shift rotation. For example, in a 4-shift operation the Company may determine whether an individual employee is assigned to the A, B, C or D shift.

D - During vessel unloading or loading, 12-hour shifts will be established and assigned per business needs.

Section 5.04

Daily And Weekly Overtime Pay

All hours worked in excess of 40 straight time hours in any one workweek or 8 straight time hours in any one workday shall be compensated for at the rate of 1 1/2 times the employee's straight time hourly rate.

Note 1: An employee who works continuously beyond his regularly scheduled shift and continues working into the next day, or his scheduled day off, or into a new workweek shall receive 1 1/2 times his straight time hourly rate (or double time if applicable) for such hours he works beyond the start of a new day. Such hours shall not be used to create overtime or premium payments during the employee's regular scheduled shift.

Note 2: For purposes of satisfying the 40 straight time hour requirement, the following unworked hours shall count as straight time hours of work up to 8 hours per day or 40 hours per week for days the employee was either scheduled to work or was laid off: (1) a worked or unworked holiday for which the employee is paid, provided it falls on an employee's scheduled straight time day of work, or (2) a paid absence resulting from either bereavement leave, jury duty or vacation time off, (3) time spent in negotiations which is paid for by the Company.

Section 5.05

7th Consecutive Day Of Work Premium

During periods when the elevator is scheduled on a 1-, 2- or 3-shift operation (or any combination thereof), an employee will be paid 2 times his regular rate of pay for work performed on his 7th consecutive day of work in the workweek provided he has worked 40 straight time hours during the workweek and 8 hours in the 6th consecutive weekday.

Section 5.06

Reporting Pay Minimum

When an employee reports for work as scheduled without being notified to the contrary, and is assigned less than 4 hours of work, he shall be paid at least 4 hours at the applicable rate.

Section 5.07

Call-In Pay

An employee who is called in for emergency or overtime work on his scheduled day off or called back after he has finished his shift and left the plant and premises, will be paid at his applicable hourly rate for such unscheduled hours worked or 4 hours pay at his straight time hourly rate, whichever is greater. An employee called back or called in to start in advance of his regular starting time and who continues to work on into his scheduled shift, shall not qualify for the 4-hour guarantee provided for in this Section.

Section 5.08

Overtime

Daily overtime work shall be assigned first, to the employee on the job where the overtime is to be worked; second, to the senior, qualified employee in the

classification; and third, to the junior, qualified employee in the classification who must work the overtime.

ARTICLE VI SENIORITY AND FILLING PERMANENT VACANCIES

Section 6.01 Seniority

A - Employees' seniority as covered in the Agreement shall apply only to employment at the Company's Midland elevator, Midland, Ontario, and shall not apply elsewhere.

B - The Company will post an updated seniority list every 12 months listing all employees covered by this Agreement.

Section 6.02 Consideration Of Qualifications

The application of the seniority provisions of this Agreement must be governed by considerations of whether the employee is qualified to perform the job required. Terms referring to "qualified" or "qualifications" when used in this Agreement means qualified to competently perform the job, without further training in a safe, efficient and productive manner. If the employee is not so qualified, the applicable seniority provisions will not apply.

Note: It is recognized that an employee who permanently bids or who is permanently transferred to a new or different job will have a fair trial/training period on such new job.

Section 6.03 Probationary Employees

A new employee will be regarded as probationary until he actually works 120 working days after which the employee shall be placed on the seniority list dating back to his date of hire. A probationary employee shall not have seniority rights and the discharge of such employee will not be subject to the grievance and arbitration procedure of this Agreement.

Section 6.04 Temporary Employees

A - Temporary employees may be used to supplement the workforce. Temporary employees shall not be entitled to Company Benefit Plans, Seniority, Recall Rights or any other provisions of this Agreement. Termination of a Temporary employee is not subject to the arbitration procedure.

B - Employees on layoff will be offered temporary work, at their regular rate of pay, before such work is offered to other temporary employees. Temporary work performed by employees not on layoff will be paid the rate specified in Section 4.01 - Job Classifications And Rates Of Pay.

Section Note: Temporary employees are subject to union dues in accordance with Section 1.03 - Union Dues.

Section 6.05 Filling Permanent Vacancies

A - Vacancies which the Company determines are to be filled will be posted for 7 consecutive days. The vacancy will be filled on the basis of seniority and the ability to qualify for the vacancy. Employees absent from work for 90 days or less may, upon their return to work, bid and be awarded any job previously awarded to a less senior employee during the 90-day period.

B - Employees on vacation at the time the bid was posted and employees off work because of sickness or injury of 90 days or less from the time the bid was posted will have, on their return, 7 consecutive days to bid for such job vacancies.

C - Trial Period - An employee permanently assigned a different job classification will have, in the Company's opinion, a fair trial and training on such job. If after the trial period, the employee is considered qualified and capable of performing the job, he will be assigned to the job. If however, the employee is considered, in the Company's opinion, to be unqualified and incapable of performing the job, he will return to the classification from which he came.

D - Qualifications - The decision regarding an employee's ability and qualification to perform the job shall be the sole decision of the Company.

Section Note: For entry into Maintenance, see Section 6.06 - Filling Permanent Vacancies (Maintenance).

Section 6.06 Filling Permanent Vacancies (Maintenance)

A - Entry into the Maintenance job classification will be made at the Company's discretion by either hiring from outside or by the assignment of an employee of the Company's choice to be trained in the job. The following criteria, among others, may be used in the selection of an employee for these job classifications.

1. Results from a Company-designated test battery to measure maintenance aptitude, interest and other skills and characteristics.
2. Physically able to perform all types of plant maintenance work.
3. Willing and able to perform high work.
4. Willing and able to continually work overtime and emergency call-in or call-back work subject to applicable law.
5. Willing and able to take formal trade school courses as selected by management and to take such courses on a continuing basis during the training period.

6. Must have shown good job proficiency, had a good attendance record and have been a productive employee in previous jobs performed in the plant.

Section 6.07

Layoffs

Layoffs from the plant will be made on a plant seniority basis provided the employees remaining are qualified and capable of performing the operations without further training. It is recognized that exceptions to seniority can be made where specialized skills and experience require that exception be made to insure efficient and continuous plant operations. Employees in the Maintenance classification will be exempt from bumping by other employees affected by a layoff. The Company will give employees 16 hours' notice of a pending layoff if the Company has advance knowledge of reasons for the layoff. Notice of such layoffs will be in accordance with the Canada Labour Code.

1. An employee who is retained according to plant seniority shall remain in his assigned job classification so long as his job operates.

Note: Employees in the Maintenance classification may not be bumped and may be retained or recalled out of seniority order to work in their classification.

Section 6.08

Recalls

Recalls to the plant will be made on a plant seniority basis, provided the employees recalled are capable of performing the operations without further training. When recalled, an employee must reply promptly after notification and make satisfactory arrangements for reporting to work.

1. No new employees will be hired until all available, qualified, regular employees on the plant's seniority list have been offered an opportunity to return to work, except if in management's opinion the occasion requires the services of especially qualified persons for jobs which cannot be filled from among the employees of the plant.
2. Employees in the Maintenance classification may be recalled out of seniority order to work in their job classifications.
3. An employee who is laid off must keep the Company advised of his address and where he can be reached by telephone if he desires to be recalled. Failure to do so will result in a forfeit of the employee's rights to be recalled.

Section 6.09

Loss Of Seniority

An employee will lose his seniority rights and employment, and his name shall be removed from the Company seniority list for any of the following reasons.

1. The employee voluntarily quits or resigns his employment or retires.

2. The employee is absent from work for 3 consecutive scheduled working days without good cause or fails to notify the Company of his absence.
3. The employee fails to report to work at the expiration of a leave of absence without having obtained an extension of his leave of absence for a definite period of time from the Company.
4. The employee fails to report for work after a recall from layoff and does not notify the Company within 48 hours that he is intending to return to work, and unless he returns to work as soon as possible after receiving notice, and in any event within 7 calendar days after the mailing of the registered letter or telegram to his last known address left with the Company.
5. The employee is discharged and such discharge is not reversed under the Grievance and Arbitration Procedure.
6. The employee has been on layoff or off work for any other reason for a period of 24 consecutive months.

ARTICLE VII HOLIDAYS

Section 7.01 Recognized Holidays

For purposes of the Agreement, the following 12 days will be recognized as holidays during the calendar year:

New Year's Day - Jan. 1	Thanksgiving Day – 2nd Mon. in Oct.
Good Friday	Remembrance Day – Nov. 11
Victoria Day	December 24
Canada Day – July 1	Christmas Day – Dec. 25
Civic Holiday – 1st Mon. in Aug.	Boxing Day – Dec. 26
Labour Day – 1st Mon. in Sept.	1 Personal Holiday

Note 1: Holidays will be observed on the days on which they occur, except as follows: A holiday occurring on Sunday, except December 24, will be observed on the following Monday. A holiday occurring on Saturday, except December 24, will be observed on the preceding Friday. December 24 will always be observed on the day on which it occurs. If Christmas Day occurs on Saturday, it will be observed on the preceding Thursday. If Christmas Day occurs on Sunday, it will be observed on the preceding Friday. If Boxing Day occurs on Saturday, it will be observed on the following Monday.

Note 2: Personal Holiday: (1) the timing must be agreed upon by the employee and the supervisor, (2) be taken as a day off, (3) does not apply to a new employee until he has completed 12 months of continuous service, (4) granted each year, (5) an employee must be in an active work status to receive a Personal Holiday, (6) unused personal holiday will not be paid to employees who terminate their employment, either voluntarily or involuntarily, for any reason.

Section 7.02

Pay For Holidays Worked

When an employee works on the holiday, he shall receive 1 1/2 times his straight time hourly rate for all hours worked plus 8 hours holiday pay.

Section 7.03

Pay For Holidays Not Worked

A - An employee who is not required to work on a recognized holiday will be paid holiday pay for that holiday equivalent to 8 hours at his regular straight time hourly rate provided he meets all of the following requirements:

1. He has earned wages on at least 12 days during the 30 calendar days immediately preceding the recognized holiday.
2. Such employees who were unable to work 12 of the 30 days immediately preceding the holiday will receive 1/20th of the wages he has earned during the 30 days immediately preceding the holiday.

Note 1A: Unworked holiday pay for which the employee is eligible will be offset by any other pay or other form of Company compensation which the employee may receive for the same day.

B - If an employee is scheduled to work on a holiday and fails to work as scheduled without reasonable cause, he will not qualify for holiday pay as provided in paragraph A of this Section.

Section 7.04

Holidays Considered As Time Worked

Only holidays for which the employee is eligible to receive holiday pay, and which fall on the employee's scheduled day of work, whether worked or not worked, will be considered as time worked for the purpose of computing overtime pay on a scheduled day "off" which the employee works.

ARTICLE VIII

VACATIONS

Section 8.01

Vacation Eligibility

A - Vacations will be earned on January 1 each year to be taken between January 1 and December 31 and will be based on the completed years of continuous service by the employee as of January 1, according to the following schedule:

<u>Years of Continuous Service</u>	<u>Weeks of Vacation Time</u>	<u>Vacation Pay</u>
Less than 1	One day for each full month of service up to a maximum of 10 days	4%
1 through 5	2 weeks	4%
6 through 10	3 weeks	6%

11 through 18	4 weeks	8%
19 or more	5 weeks	10%

Note 1A: Weeks earned under the schedule as noted in the 1990-1992 Agreement will not be reduced. Additional weeks of vacation must be earned according to the schedule noted above. Employees who have earned 6 weeks of vacation as of January 1, 2001, will retain 6 weeks of vacation. Effective January 1, 2002, the 6th week will be pay only, to be paid when the employee takes his first week of vacation in the calendar year.

Note 2A: Percentage is calculated on the basis of the previous calendar year's earnings subject to the provisions of the Federal Canada Labour Code.

B - An employee shall be eligible for the additional week of vacation or vacation pay, when he has worked past his 6th, 11th and 19th anniversary date of employment.

C - The amount of vacation time off will be reduced by 1/52 for each 40 straight time hours of absence for any reason (except personal illness or Company-approved leaves of absences up to 30 days annually) during the previous calendar year. In the application of this provision, an employee with 1 through 5 years of continuous service will not have his vacation time reduced to less than 2 weeks. Employees with 6 or more years of continuous service will not have his vacation time reduced to less than 3 weeks.

Section 8.02 Vacation Pay For Inactive Employees

On or after January 1, an employee who is in an inactive status because of illness, injury, approved leave of absence, layoff, or for any other reason who has not taken his earned vacation (that vacation to which he became eligible on January 1) may request pay in lieu of such unused earned vacation. Such employee will not be considered to be in a vacation status as a result of receiving his vacation pay, nor will he be granted vacation time off without pay at a later date.

Section 8.03 Vacation Pay For Terminated Employees

An employee who leaves the employ of the Company for any reason will receive vacation pay as follows:

1. Earned Vacation - Earned vacation is defined as a vacation for which the employee became eligible on the January 1 date prior to his termination and such unused earned vacation shall be paid to him upon his termination of employment.
2. Prorated Vacation - Prorated vacation for an employee whose employment terminates for any reason will be calculated from January 1 to his last day of work in the calendar year.

Section 8.04 Scheduling Of Vacation Period

A - The choice of vacation time shall be given to an employee according to his seniority for employees who sign the vacation schedule between January 1st and February 28th subject to the operational requirements of the business. After February 28th, vacations will be scheduled on a first-come, first-serve basis, subject to the operational requirements of the business.

B - Vacations must be taken in weekly increments of one or more weeks at a time. Colleagues with vacation entitlement may take one week only as individual days. Vacations cannot be postponed and allowed to accumulate from year to year but must be taken each calendar year.

Section 8.05 Pay In Lieu Of Vacation

Pay in lieu of vacation for earned vacation in excess of 2 weeks per calendar year, or any portion thereof may be granted to an individual employee at the employee's option. Holiday pay is not added to vacations paid for under this Section.

Section 8.06 Holiday Pay During Vacations

If a holiday is observed during an active employee's vacation, he will be granted an additional day, with pay at a time mutually acceptable to the Company and the employee.

Section 8.07 Rehired Employees

Employees who have lost their seniority and who are later rehired will be entitled to vacations on the basis of their latest employment date.

ARTICLE IX TIME OFF FROM WORK

Section 9.01 Jury Duty And Crown Witness

A - When an employee is summoned for jury duty or as a Crown witness in a court of law and must lose time from work as a result of such summons, the employee will pay to the Company any monies received for such jury or witness duty (not including expense monies) and the employee will receive the pay he would have received had he been working. Such pay shall not exceed 8 straight time hours per day or 40 straight time hours per week.

B - The employee shall furnish evidence to the Company that he reported for or performed jury duty or appeared as a witness on the days for which he claims payment.

C - The employee is required to report for work on days or part days when he is not required on jury duty or as a witness in a court of law.

Section 9.02

Bereavement Leave

A - Should a death occur in the immediate family of an employee, the employee may request bereavement leave provided the employee attends the funeral, life celebration or similar event in lieu of a funeral. "Immediate family" shall mean spouse, son, daughter, brother, sister, mother, father, mother-in-law, father-in-law, grandchildren, stepson, stepdaughter, stepbrother, stepsister, stepmother, stepfather, and grandparents.

B - The employee shall be granted such time off with pay up to a maximum of 5 days to attend the funeral, life celebration or similar event in lieu of a funeral for spouse, son, daughter, stepson, stepdaughter, mother and father. The employee shall be granted such time off with pay up to a maximum of 3 days to attend the funeral, life celebration or similar event in lieu of a funeral for brother, sister, mother-in-law, father-in-law, grandchildren, stepbrother, stepsister, stepmother, stepfather, and grandparents. This will not include pay for days on which the employee is not scheduled to work. Bereavement Leave shall not exceed a maximum 8 straight time hours per day.

C - Should a death occur to a son-in-law, daughter-in law, brother-in-law or a sister-in-law of an employee, the employee may request bereavement leave provided the employee attends the funeral, life celebration or similar event in lieu of a funeral. The employee shall be granted such time off with pay up to a maximum of 1 day to attend the funeral, life celebration or similar event in lieu of a funeral. This will not include pay for a day on which the employee is not scheduled to work. Bereavement Leave shall not exceed a maximum of 8 straight time hours.

Section 9.03

Leaves of Absence

A - Leaves of absence up to 30 calendar days, without pay and without loss of seniority may be granted (except for gainful employment elsewhere) by the Plant Manager.

B - Time off without pay and without loss of seniority will be granted to not more than 1 employee for the purpose of attending a Union Convention or similar Union meeting, provided it does not disrupt the Company's business because of lack of available qualified employees. Two weeks' advance written notice must be given for such leaves.

Section Note: The conditions of all leaves of absence shall be in writing with copies for the Company and the Union. If an employee violates the conditions of his leave of absence, it may be just cause for discharge.

ARTICLE X

HEALTH AND WELFARE

Section 10.01

Group Insurance

The group insurance program in effect on the effective date of this Agreement is a separate document and will continue in effect during the term of this collective Agreement.

Section 10.02 Pension

The pension plan for bargaining unit employees at the Midland plant is a separate document whose term will run concurrently with the term of this Agreement.

ARTICLE XI GENERAL PROVISIONS

Section 11.01 Non-Discrimination

The Company agrees that there will be no discrimination, interference, restraint, or coercion by the Company or by any of its representatives, with respect to any employee because of his membership in or connection with the Union.

Section 11.02 Supervisors Working

There shall be no restriction on supervisors or other Company personnel performing any type or amount of work at any time.

Section 11.03 Union Stewards

The names of the Union Stewards shall be given to the Company in writing. A Union Steward shall be entitled to leave his work during working hours in order to carry out his functions under the Agreement for the investigations and processing of grievances, attendance at meetings with management, and participation in contract negotiations. Permission to leave work during working hours for such purposes shall first be obtained from the supervisor. All time spent in performing the above duties shall be considered to be time worked; providing payment shall only be made for time actually lost in the regular scheduled straight time hours of work for that day.

Section 11.04 Union Notice Of Written Discipline

The Company will give the Union a copy of any written discipline which is to be placed in an employee's file.

Section 11.05 Union Steward - Disciplinary Meetings

A Union Steward shall be present at meetings, if one is available on Company property, between management and employees when disciplinary measures are to be presented by management to such employees.

Section 11.06 Notice Board

A notice board shall be supplied by the Company, large enough to accommodate Union notices, in the lunchroom. Notices relevant to Union activities may be

posted if properly signed by authorized Union personnel and approved for posting by the Plant Manager, or his representative.

Section 11.07 Substance Abuse

The parties desire to maintain a work environment free of illicit drugs and alcohol. The possession, use or sale of alcohol or illegal drugs or inhalants in the workplace is unacceptable from the standpoint of safety, job performance and efficient operations. The Substance Abuse Policy is a separate document.

Section 11.08 Subcontracting - Contracting Out

A - The Company retains the right to contract work out or in, including but not limited to maintenance and construction work, clean up and trucking operations. The Company also retains the right to use contract labourers or to have such work performed by other Company personnel.

B - There shall be no restriction on the use of outside commercial carriers up to and including the contracting out of the entire trucking operation. This includes contracting with owner-operators.

C - There shall be no restriction on the use of outside companies in the repair and maintenance of all vehicles up to and including the entire maintenance operation.

ARTICLE XII NO STRIKES OR LOCKOUTS

Section 12.01 No Strikes Or Lockouts

During the term of this Agreement, there shall be no strikes, sympathy strikes, curtailment of work, interference with the operations of the Company, or interference with production caused by or engaged in by the Union or any members thereof. Employees may be disciplined up to and including discharge for engaging or participating in any of the foregoing activities in violation of this Section 12.01. The Company will not lockout any of its employees during the term of this Agreement.

ARTICLE XIII SCOPE AND TERM OF AGREEMENT

Section 13.01 Term Of Agreement

This Agreement shall remain in full force and effect from 7 AM, August 1, 2021, to 7 AM, August 1, 2026. The termination of the existing agreement and the negotiation of the new contract will be in accordance with the Canada Labour Code.

Section 13.02

Separability

All provisions of this Agreement shall be subject to the laws of Canada. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 13.03

Complete Agreement

This collective Agreement represents the complete agreement between the parties and shall supersede and replace all prior agreements and understandings, oral or written, expressed or implied, between the parties hereto and shall constitute the entire agreement between the parties. Past practices, procedures and understandings may be changed or eliminated by management unless specifically prohibited by the provisions of this Agreement. This Agreement may be amended in any of its provisions by mutual agreement of both parties. If agreements are made after the effective date of this Agreement, they must be in writing.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UNITED STEELWORKERS
TRANSPORTATION COMMUNICATIONS
NATIONAL AMALGAMATED LOCAL 1976


ADM MILLING CO.

/s/ 
International Representative
Herb Daniher

/s/ 
Plant Manager
John Moelker

/s/ 
President, Local 1976
Ear Scott

/s/ 
Commercial Manager
Kevin Clugston

/s/ 
Vice President, Local 1976
Rob Thayer

/s/ 
Senior Specialist – Labour Relations
Pierre-Olivier Couture-Asselin