

AGREEMENT

between

**Bakery, Confectionery, Tobacco Workers and Grain Millers International
Union Local 406
Halifax, Nova Scotia**

And

Scotian Gold Co-operative Limited, Coldbrook, Nova Scotia

April 6, 2020 to April 3, 2023

Table of Contents

ARTICLE I – PURPOSE	4
ARTICLE II – RECOGNITION	4
ARTICLE III – RELATIONSHIP	4
ARTICLE IV – MANAGEMENT FUNCTIONS	5
ARTICLE V – UNION SECURITY.....	5
ARTICLE VI – STRIKES AND LOCKOUTS.....	5
ARTICLE VII – UNION COMMITTEES & STEWARDS	5
ARTICLE VIII – GRIEVANCE PROCEDURE.....	6
ARTICLE IX – ARBITRATION	6
ARTICLE X – DISCIPLINE – REGULAR EMPLOYEES ONLY.....	7
ARTICLE XI – SENIORITY – REGULAR EMPLOYEES ONLY	8
ARTICLE XII – JOB VACANCIES	11
ARTICLE XIII – LEAVE OF ABSENCE – REGULAR EMPLOYEES.....	11
ARTICLE XIV – BULLETIN BOARDS	12
ARTICLE XV – SICK LEAVE – REGULAR EMPLOYEES ONLY	13
ARTICLE XVI – CLASSIFICATION OF EMPLOYEES	14
ARTICLE XVII – EDUCATIONAL LEAVE.....	14
ARTICLE XVIII – SCHEDULES	14
ARTICLE XIX – DIVISIONS.....	14
ARTICLE XX – DURATION	14
SCHEDULE "A" – WAGES	16
SCHEDULE "B" – HOURS OF WORK, OVERTIME, ETC. – REGULAR EMPLOYEES ONLY.....	19
SCHEDULE "C" – PAID HOLIDAYS – REGULAR.....	21
SCHEDULE "D" – VACATIONS WITH PAY – REGULAR EMPLOYEES ONLY.....	22
SCHEDULE "E" – MISCELLANEOUS	24
SCHEDULE "F" – PROVISIONS FOR PROBATIONARY EMPLOYEES.....	25
SCHEDULE "G" – LEAVE OF ABSENCE –REGULAR EMPLOYEES ONLY	27

WITNESSETH that the Employer and the Union hereby mutually agree as follows:

DEFINITIONS:

Casual Employee – A person hired on an as-needed basis to replace a Regular Employee or for a temporary vacancy or production need, for up to forty five (45) days. Casual Employees are not part of the bargaining unit and do not do regular, reoccurring work; Casual Employees will be paid at a probationary rate.

Temporary – 30 days or less

Regular Employee – Any employee working more than 720 hours.

Probationary Employees – Employees who have worked less than 720 hours.

Shall is imperative and May is permissive.

Words importing male persons include female persons and vice versa.

Words importing singular also includes the plural and vice versa.

Every schedule attached hereto and initialed by the Parties forms a part of the Agreement.

ARTICLE I – PURPOSE

- 1.01 The general purpose of this Agreement is to maintain satisfactory relations between the **Employer** and its employees, to provide a means for the prompt and equitable disposition of any grievance that may arise and to maintain satisfactory working conditions and rates of pay for all employees who are subject to its provisions.

ARTICLE II – RECOGNITION

- 2.01 The **Employer** recognizes the Union as the sole collective Bargaining Agent for all employees of Scotian Gold Co-operative Limited and Valley Fertilizers Limited, except supervisors, office employees, **Casual Employees**, retail divisions and those excluded by Section 2 of the Trade Union Act of Nova Scotia.

ARTICLE III – RELATIONSHIP

- 3.01 The Union agrees that there will be no Union activity on the **Employer's** premises without the authorization of the Divisional Manager or his delegate.
- 3.02 The Union will supply the **Employer** with the names of its stewards who may be called in to deal with **Employer** representatives on matters affecting the members of the bargaining unit.
- 3.03 The **Employer** will supply the Union with the names of its supervisors or other members of Management with whom the Union may be required to transact business.
- 3.04 It is the responsibility of each employee to promptly notify their supervisor or the Payroll Administrator of any changes in personnel data that is relevant to their employment such as:
- Mailing Address
 - Phone Number
 - Cell Number (if relevant)
 - E-mail address (if relevant)
 - Emergency Contact

ARTICLE IV – MANAGEMENT FUNCTIONS

The Union acknowledges that it is the exclusive function of the **Employer**:

- 4.01 To operate and manage its business and direct the work force in accordance with its commitments and responsibilities.

ARTICLE V – UNION SECURITY

- 5.01 The **Employer** agrees that all new employees covered by this agreement shall sign a Union Dues check-off card authorizing the **Employer** to deduct Union Dues and assessments, in the amount designated by the Union, from each pay of the employee, as a condition of employment.
- 5.02 All employees who are members of the bargaining unit, as a condition of continued employment, shall continue to have Union Dues and assessments, in the amount designated by the Union, deducted from each pay.
- 5.03 The **Employer** agrees to remit the amounts deducted in conformity with 5.01 and 5.02 above, together with a list of employees and amounts deducted from them, to the Treasurer of the Union before the tenth (10th) day of the following month by cheque payable to the Union.

ARTICLE VI – STRIKES AND LOCKOUTS

- 6.01 During the term of this Agreement there will be no strike, walkout, stoppage of work, concerted quitting of jobs, slowdown, picketing or any other interference with the operations of the **Employer** on the part of the Union or any lockouts on the part of the **Employer**.

ARTICLE VII – UNION COMMITTEES & STEWARDS

- 7.01 The Employer acknowledges the right of the Union to appoint a Shop Steward for the Employees, and if the operations are such as cannot be handled by one steward only, additional Stewards may be appointed up to a maximum of two (2) shop stewards.
- 7.02 The Union acknowledges that Union Stewards have regular duties to perform for the **Employer** and are accountable for the same quantity and quality of work as other employees. They may leave their regular work without suffering loss of pay only with the permission of the Senior Supervisor in the unit of the employees

represented by the Shop Steward or his delegate, and with the understanding that a privilege so granted will not be abused.

ARTICLE VIII – GRIEVANCE PROCEDURE

- 8.01 Differences of interpretation or the violation by the Employer or any employee of any of the provisions of this Agreement as well as any other complaint relating to working conditions shall be considered a grievance, provided that no complaint by an employee shall be considered a grievance until he has given his immediate supervisor an opportunity to deal with it. The supervisor must deal with it within one (1) working day. No grievance shall be considered unless it is submitted as a formal written grievance within five (5) working days after the happening of the event, which gives rise to the grievance.
- 8.02 The procedures for processing the grievance of an employee or group of employees shall be as follows:
- (1) The Shop Steward acting on behalf of the employee or groups of employees shall submit the grievance in writing to the Production Manager or his designated representative, whose decision shall be rendered within two (2) working days.
 - (2) Failing an answer or satisfactory settlement, the steward or designated Union representative shall submit the grievance in writing to the Employer's HR Director or his designated representative, who shall meet with the Union representative and render a decision within three (3) working days.
 - (3) Failing an answer or satisfactory settlement the grievance shall then be referred to an arbitrator in accordance with Article IX of this Agreement. If the grievance is not submitted to arbitration within ten (10) working days after the decision is rendered in 8.02 (2) above, the grievance shall be deemed to have been resolved or withdrawn.
 - (4) Any of the time allowances provided in this article may be extended by mutual agreement.

ARTICLE IX – ARBITRATION

- 9.01 No matter may be submitted to an Arbitrator unless settlement thereof has been attempted through the Grievance Procedure set forth in Article VIII.

9.02 The Employer and Union shall agree on an Arbitrator within four (4) working days following the notice of arbitration given by one or the other party.

9.03 Should either party refuse to agree on an arbitrator such appointment may be made by final and binding decision of the Nova Scotia Minister of Labour.

9.04 The arbitrator shall not be authorized to make any decision inconsistent with the stipulations of this Agreement, nor to delete, alter or modify any part thereof.

9.05 The **Employer** and the Union agree to bear equally the balance of fees and expenses of the arbitrator appointed in excess of the amount being paid by the Department of Labour for the Province of Nova Scotia

ARTICLE X – DISCIPLINE – REGULAR EMPLOYEES ONLY

10.01 The right to discharge, or otherwise discipline regular employees, shall remain at the discretion of the Employer, except that there shall be no discharge or disciplinary action without just cause, and such action subject to grievance procedure. Such discharge or disciplinary action shall take place within one (1) week at work from the time the employer becomes aware of the happening. “Just cause” for discharge shall be deemed to include but shall not be limited to:

- a) Theft of product or other company property, or the property of other employees;
- b) Operating equipment while intoxicated;
- c) Use of alcohol or illegal drugs on **Employer** premises.

10.02 (a) The normal procedure in disciplining employees shall be to first warn the employee verbally; a record of such warning shall be made to the employee's file; the employee shall initial the entry. Any disciplinary action taken against the employee shall be done in the presence of the shop steward or another employee if the shop steward is not available.

(b) Where there is repetition of the offence, or another offense by the employee, the warning shall normally be in writing. The union steward (or other bargaining unit member if the steward is not at work) will be present at the interview.

(c) A further repetition of the offense or another offense by the employee may involve suspension. Where suspension is involved the steward (or other bargaining unit member if the steward is not at work) will be present at the interview. The length of such suspension is to be at the discretion of the HR Director or his delegate, but not to exceed one week.

- (d) A further repetition of the offense following suspension may involve discharge. There are some offenses that automatically involve discharge, or suspension on the first offense; this of course, is subject to the grievance procedure. Where a discharge or suspension is involved, the shop steward (or other bargaining unit member if the steward is not at work) shall be called in to be present at the interview between the Employee and the Management representative. The shop steward shall be informed of the suspension or discharge prior to the interview.
- 10.03 Any warnings or suspensions that are placed on the employee's discipline record shall be removed from the record after a period of twelve (12) months, provided there has been no further reoccurrence of discipline during that period.
- 10.04 Whenever an employee is discharged, the Employer shall immediately notify the discharged employee in writing of this discharge and the reason thereof.
- 10.05 The Employer shall pay any discharged employee all his wages **at the next scheduled pay** after his discharge and after any liability owed by him to the Employer has been paid or satisfied.
- 10.06 A complaint by an employee that he has been unjustly discharged shall be considered a grievance. In processing such a grievance the first step of the grievance procedure shall be dispensed with and the grievance shall be submitted in writing directly to the Employer's HR Director or his designated representative within three (3) working days after the discharge.
- 10.07 Any employee found through the grievance procedure or arbitration to have been unjustly discharged shall be accorded the remedy as per the settlement concluded in the grievance procedure or decision of the arbitrator within the time limits specified therein.
- 10.08 Seniority shall be lost and employment terminated when an employee is absent from work for three (3) consecutive scheduled days or is absent from work for four (4) days or more non-consecutive, within a sixty (60) day period without notifying the employer or without reasonable excuse for not notifying the employer.

ARTICLE XI – SENIORITY – REGULAR EMPLOYEES ONLY

- 11.01 (a) The purpose of seniority is to provide a policy governing promotions, transfers, layoffs and recalls from layoffs. The skill, ability, work record and efficiency of the employee to perform the work required shall be the governing factors and, when these are relatively equal, seniority shall be the deciding factor.

- (b) In applying the terms of 11.01 (A), above, an employee shall only be permitted to exercise his seniority in the Unit in which he works.
- 11.02 All employees must serve an initial probationary period of 720 hours. Regular employees will attain seniority beginning on the date that they achieve regular employee status.
- 11.03 (a) Inability to work because of proven illness or because of proven injury, (with the exception of "c" below) shall not result in the loss of seniority rights. Time lost from work, up to a maximum of twelve (12) months, owing to illness or injury shall be included in the employee's seniority rating. If the employee does not agree with the Employer's doctor, he shall have the right to ask for a mutually agreed independent medical opinion.
- (b) Where an employee has one (1) year continuous service is physically injured at work, and is unable to perform the job he had prior to the injury, the rate of job performed prior to the injury will be maintained on the new job the employee performs and for which the rate is lower. Such protection will be effective for a period not to exceed twelve (12) months.
 - (c) Injury at work shall not result in the loss of any seniority rights and the employee(s) concerned shall be reinstated to their former position provided the injury has not resulted in a physical handicap to do their former job. If an employee is unable to perform his job as a result of physical injury at work the employee shall be given the opportunity to train for another position providing there is a position available and he is capable of performing the work according to the Employer's doctor.
- 11.04 Any employee who is laid off shall be retained on the seniority list for a period of twelve (12) months. A recall to work during the period shall be in accordance with the provisions which follow:
- (i) It shall be the responsibility of the employee to provide the Employer with the necessary contact information (telephone number, cell number, email address and mailing address as applicable). The Employer shall recall the employee by relying on the contact information provided. If the employer is unsuccessful in contacting the employee, then registered mail will be the last resort and will be deemed to be received by the employee the working day following delivery or attempted delivery.
 - (ii) It shall be the responsibility of the employee to notify the Employer in writing of any change in the contact information previously provided to the Employer.
 - (iii) If the employee fails to provide the Employer with the correct contact information, the **Employer** will not be responsible if the notice fails to reach

such employee and the contact information which appears in the Employer's records shall be deemed to be correct and to have been received by the employee.

- (iv) Upon receipt of recall request pursuant to (i) above, the employee shall notify the Employer of his/her intention to return to work not later than three (3) working days after receipt of the request. Working days shall exclude Saturday, Sunday and paid holidays pursuant to Schedule C.
 - (v) An employee who fails to notify the Employer of his/her intention to return to work pursuant to the foregoing procedure or who fails to report for work on the scheduled start up date shall forfeit seniority and be deemed to have terminated employment.
 - (vi) Article 11.04 (v) will not apply where the inability to report for work results from proved illness or injury pursuant to Article 11.03, or if the employee is working for another employer at time of recall and the recall is for only one week's work.
- 11.05 Any regular employee transferred to a lower rated job shall receive the rate of the job to which transferred effective the thirtieth (30th) consecutive calendar day he is assigned to that job. Any regular employee transferred to a higher rated job shall receive the rate of the job to which transferred effective the fifteenth (15th) consecutive calendar day he is assigned to that job.
- 11.06 The provisions relating to seniority covering Probationary employees are located in Schedule "F".
- 11.07 All Probationary employees shall be laid off before any regular employee is laid off.
- 11.08 Any employee who is promoted out of the bargaining unit shall retain his full seniority rights for a period of six (6) months after which the said employee shall forfeit all seniority rights.
- 11.09 Lead Hands shall be added to the regular employee seniority list preceding all other classifications of employees. They shall be the last employees subject to layoff and the first employees subject to recall.
- 11.10 Employees shall be laid off in order of seniority with the most seniority being laid off last, providing those who remain have the skill and ability to do the work required. The last laid off shall be the first rehired, providing those employees have the skill and ability to do the work required. However, where a more senior person volunteers to take a lay off, they can elect to be the first laid off and still be entitled to be the first recalled in order of seniority

ARTICLE XII – JOB VACANCIES

- 12.01 A vacancy occurring in any job, or any newly created position, Bracket 1 to 5, including lead hands, in excess of thirty (30) days, shall be posted in all units for a period of three (3) working days. During this period employees who have completed their probationary period may, if they wish, apply in writing for transfer to such vacancy. A copy of this notice shall be given to the Shop Steward, prior to posting.
- 12.02 (a) The applications for transfer shall be considered by the company, in accordance with Article 11.01 (a) and (b) and such transfers shall be made within twenty (20) working days.
- (b) A regular employee who is the successful applicant shall have a trial period of up to twelve (12) shifts in the new position. If the **Employer** determines the employee is not suitable for the new position or if the employee determines he/she is not suitable for the new position, then the employee shall be returned to his/her former position. Any other employees affected shall also return to their former position. Upon successful completion of the twelve (12) shift trial period, the employee shall be confirmed in the new position.
- 12.03 Only three (3) postings will be made as a result of the initial job vacancy.
- 12.04 Upon request the unsuccessful candidate for a posted job will be told why he was unsuccessful provided he has more seniority than the Employee who was awarded the job.
- 12.05 The **Employer** will notify the Union of any significant changes to bracket 1 to 5 positions due to line changes, renovations, etc.

ARTICLE XIII – LEAVE OF ABSENCE – REGULAR EMPLOYEES

- 13.01 The **Employer** may at its discretion, grant leave of absence to an employee who is unable to work because he is sick or otherwise disabled, or by reason of urgent personal matters.
- 13.02 Leave of absence to attend Union conventions or Union business meetings may be granted at the discretion of the **Employer** provided that notice of one week is given the **Employer** and also provided that not more than one employee is absent for such purpose at any one time. However, the **Employer** may, at its discretion, allow the number of employees to be increased by one (1).

13.03 Leave of absence to the extent granted by the **Employer** shall be without pay and without loss of seniority.

13.04 (a) When the spouse, child, current spouse's children, father, mother, guardian, brother, sister or grandchildren of any employee dies, such employee shall not, because of absence from work, lose any pay during the five (5) working days period of bereavement. The employee shall notify the employer of any such death.

(b) When the father-in-law, mother-in-law, brother-in-law, sister-in-law or grandparent dies, such employee shall not, because of absence from work, lose pay during the three (3) working days period of bereavement. The employee shall notify the employer of any such death.

(c) In the event a memorial service for a relative listed in Article 13.04 (a) or (b) occurs at a date later than the period of bereavement and on the employee's work day, the employee may defer a day of paid bereavement leave to attend the memorial service.

13.05 When the aunt, uncle, niece or nephew of any employee dies, the employee shall not lose any pay for the day he attends the funeral. The Employee shall notify the Employer of any such death.

13.06 Only the portion of time that would otherwise have been time worked will be paid as set out in 13.04 and 13.05.

13.07 Jury Duty - Employee who is called for jury duty and thereby is unable to perform his regularly scheduled work shall be paid the difference between his straight-time hourly earnings for the actual time lost and the pay he receives as a juror. Upon completion of jury service any day on which the employee is scheduled for work, he shall report promptly to complete any unworked portion of his shift, unless excused by the Employer.

ARTICLE XIV – BULLETIN BOARDS

14.01 Space will be reserved on regular bulletin boards for the Union to post notices of Union meetings and other Union activities. Such notices shall have the prior approval of the employer.

ARTICLE XV – SICK LEAVE – REGULAR EMPLOYEES ONLY

15.01 Sick leave shall be granted on the following basis:

- (a) After one (1) year of continuous service with the **Employer** as of January first of each year, an employee shall be credited with sick time credits of 2% of regular hours worked in the previous calendar year.
- (b) The anniversary of this sickness policy shall be January 1st of each year.
- (c) At Official Company Retirement age, an Employee will receive early retirement leave based on twenty percent (20%) of unused accumulated sick credits.
- (d) An employee who is unable to attend work because of sickness/disability will advise the employer prior to or within half an hour of the scheduled start time.

The Employer may request a medical certificate (doctor's note) from any employee out sick for five days or longer, or who has been previously advised (with note in file) that his sick leave record is a problem.

Prior to return from sick leave of more than two weeks the employer may require a medical certificate (doctor's note) attesting to his fitness to carry out his full duties. When the employer requests a further medical report or additional medical information beyond the standard medical certificate (doctor's note), the cost of such report will be paid by the employer.

15.02 If an employee is injured while working for an employer other than Scotian Gold, sick leave benefits will not apply.

15.03 On the job injuries must be reported to the employees' immediate supervisor when they occur. A doctor's certificate may be required before sick pay is allowed.

15.04 This plan may be altered if a similar sickness policy is established by Federal, Provincial, or Civic Legislation.

15.05 Where an employee works 90 hours or more in a month, the Employer will pay one half (1 /2) of the cost of Health Insurance.

15.06 Employees on disability benefits or lay-off may maintain Health Insurance coverage, and other eligible group benefit plans for up to 12 months (subject to the approval of the insurer) by paying the full premiums in advance, 3 months at a time.

ARTICLE XVI – CLASSIFICATION OF EMPLOYEES

16.01 The **Employer** agrees to classify all employees and furnish the Union with a copy of such classifications and rates of pay. All new classifications will be discussed with the Union Representative concerning rates of pay and type of work performed prior to going into effect.

ARTICLE XVII – EDUCATIONAL LEAVE

17.01 The company will contribute \$550.00 per steward each year towards the Union's Education program designed to enhance the steward's skill set and improve labour – management relations.

ARTICLE XVIII – SCHEDULES

18.01 Attached hereto and forming part of this Agreement are the following schedules:

SCHEDULE "A" - WAGES

SCHEDULE "B" - HOURS OF WORK, OVERTIME, ETC. – REGULAR EMPLOYEES ONLY

SCHEDULE "C" - PAID HOLIDAYS – REGULAR EMPLOYEES

SCHEDULE "D" - VACATIONS WITH PAY – REGULAR EMPLOYEES ONLY

SCHEDULE "E" - MISCELLANEOUS

SCHEDULE "F" - PROVISIONS FOR PROBATIONARY EMPLOYEES

SCHEDULE "G" – LEAVE OF ABSENCE – REGULAR EMPLOYEES ONLY

ARTICLE XIX – DIVISIONS

19.01 Where used in this Agreement, the term Divisions means any of the following Divisions: Cold Storage Division; Valley Fertilizer Division.

ARTICLE XX – DURATION

20.01 This agreement shall be and remain in full force and effect from **April 6, 2020** until midnight **April 3, 2023**, and shall continue in effect from year to year thereafter unless notice in writing shall be given by either party to this Agreement, to the other party not more than sixty (60) calendar days prior to **April 3, 2023** or any

anniversary date thereafter of the desire to amend, modify or terminate this Agreement.

SIGNED AT COLDBROOK, NOVA SCOTIA THIS _____ DAY OF MAY, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

SCHEDULE "A" – WAGES

1.01 No employee shall suffer a decrease in pay upon signing of the agreement.

1.02 A shift premium of fifteen cents (15 cents) per hour will be paid for any shift commencing between the hours of 3 p.m. to 3 a.m. This premium will not be increased for any overtime hours in the period where it is applicable.

1.03 Regular Employees:	Effective Rate April 6/20	Effective Rate April 5/21	Effective Rate April 4/22
Bracket No. 1A:	\$26.16	\$26.75	\$27.28
Technician (Journeyman)			
Bracket No. 1B:	\$17.71	\$18.11	\$18.47
Cold Storage Technician Maintenance			
Bracket No. 2:	\$16.00	\$16.36	\$16.69
Spreader/Auger Vehicle Operator Receiver/Shipper (Operator Forklift) Packing Line Forklift Operator Pre-sort Line Forklift Operator Back-up Shipper/Receiver Palletizer Operator Palletizer Operator backup Packing Line Attendant			
Bracket No. 3:	\$15.42	\$15.77	\$16.08
Auger Vehicle Operator Industrial Cleaner Maintenance #2 Packing Line Attendant backup Forklift Operator			
Bracket No. 4:	\$15.24	\$15.58	\$15.89
Auto Bagger Operator Skidsteer Operator Ride-on Pallet Jack Operator Box Machine Operator Box Machine Assistant			
Bracket No. 5:	\$14.47	\$14.80	\$15.09
General Labour – Heavy Intake Inspector Walk Behind Pallet Jack Operator			

Bracket No. 6:	\$14.05	\$14.37	\$14.65
General Labour – Light Packer			
1.04 Probationary Employees: Effective Rate			
	April 6/20	April 5/21	April 4/22
Bracket No. 1A:	\$24.91	\$25.47	\$25.98
Technician (Journeyman)			
Bracket No. 1B:	\$16.86	\$17.24	\$17.58
Cold Storage Technician Maintenance			
Bracket No. 2:	\$15.27	\$15.61	\$15.93
Spreader/Auger Vehicle Operator Receiver/Shipper (Operator Forklift) Packing Line Forklift Operator Pre-sort Line Forklift Operator Back-up Shipper/Receiver Palletizer Operator Palletizer Operator backup Packing Line Attendant			
Bracket No. 3:	\$14.71	\$15.04	\$15.34
Auger Vehicle Operator Industrial Cleaner Maintenance #2 Packing Line Attendant Backup Forklift Operator			
Bracket No. 4:	\$14.52	\$14.85	\$15.14
Auto Bagger Operator Skidsteer Operator Ride-on Pallet Jack Operator Box Machine Operator Box Machine Assistant			
Bracket No. 5:	\$13.82	\$14.13	\$14.41
General Labour – Heavy Intake Inspector Walk Behind Pallet Jack Operator			
Bracket No. 6:	\$13.39	\$13.69	\$13.97
General Labour – Light Packer			

1.05 Lead Hand positions will receive 8% above their normal bracketed rate.

Note #1- An Employee working in the Spreader/Auger Vehicle Operator or Auger Vehicle Operator position may also regularly work in positions with a different bracket value. Notwithstanding Article 11.05, said employees who move from one bracket level to another will receive the bracket rate for the position they work in immediately upon assignment to the position

SCHEDULE “B” – HOURS OF WORK, OVERTIME, ETC. – REGULAR EMPLOYEES ONLY

WORK WEEK:

- 2.01 The employer does not guarantee to provide work for any specific days or hours. The normal workweek will be 45 hours per week. Due to the nature of the company's business it is not always possible to provide a full week's work.
- (a) When addressing recalls and layoffs the company will be sensitive to the employee's need to maximize possible E.I. benefits.
 - (b) On a recall, if the work period is for less than one week then the employee may elect to pass on the recall to the next available person on the seniority list.
 - (c) If a work week is commenced on the basis that it will be a full weeks work the employee will receive 45 hours work, if it is within the control of the employer.
- 2.02 An employee shall not be compelled to work overtime. This will not apply in the cases of power failure or major breakdown of machinery. Should an employee be compelled to work beyond ten hours in a day, the employer shall provide a lunch. Employees who choose not to have the meal provided will be reimbursed up to **\$15** for their meal upon providing a receipt.
- 2.03 All time worked in excess of nine (9) hours daily, and ninety (90) hours bi-weekly, but not both, will be paid at time and one-half.
- 2.04 Double time will be paid for all hours worked on Sunday. This provision shall not apply to any employees who are scheduled to work on Sunday as a part of their regular work schedule.
- 2.05 LUNCH: Employees shall be allowed a lunch period of one-half (1 /2) hour without pay daily.
- 2.06 REST PERIOD: Employees shall be allowed a fifteen (15) minute rest period, including travel time, with pay at the completion of two and one-half hours of uninterrupted work. This section may be altered under exceptional circumstances.
- 2.07 When the **Employer** requires overtime, such work shall be first offered to the employee doing the job, at the time the overtime is requested. When overtime is required, management will give as much advance notice to the employees as is possible.

2.08 When a regular employee's job is going out of existence, the employee shall be guaranteed the rate of the job for a period of sixty (60) calendar days following such job being terminated.

SCHEDULE “C” – PAID HOLIDAYS – REGULAR

3.01 The recognized holidays for the purpose of this Agreement shall be paid holidays and shall include:

Christmas Day	Boxing Day
New Year’s Day	Good Friday
July 1st, Canada Day	Day observed as Queen's Birthday
Thanksgiving Day	Labour Day
Remembrance Day	Heritage Day

(a) The 1st Monday of August will be recognized as a holiday for regular employees only.

3.02 Community Holiday shall be an additional paid holiday in any year that the Community declares a Holiday in which the Division is located.

3.03 To qualify for Holiday pay the Employee must have worked their last scheduled working day prior to the Holiday and their first scheduled working day after the Holiday. Both scheduled working days must have been within seven (7) calendar days of the holiday. Exceptions to this will be made when an Employee is absent on either or both of the said days only because of verified personal illness, death in their immediate family or if they have been given permission by their Plant Superintendent or his designate to be absent.

3.04 Time worked on the days listed in 3.01 of this schedule shall be paid at time and one-half (1 1/2) for the first nine (9) hours. All time worked in excess of nine (9) hours on such days shall be paid at the rate of two (2) times the employee's regular hourly rate in addition to the day's pay.

SCHEDULE "D" – VACATIONS WITH PAY – REGULAR EMPLOYEES ONLY

- 4.01 Vacation with pay will be granted in accordance with the following schedule:
- (a) Six (6) consecutive months service before August in any year one week (1).
 - (b) One (1) year service becomes a Regular Employee in the previous calendar year – two weeks (2).
 - (c) Five (5) years service – three weeks (3).
 - (d) Eleven (11) years service – four weeks (4).
 - (e) Twenty (20) years service – five weeks (5).

Years of service will include approved WCB leave.

- 4.02 Pay for vacations referred to above will be regular weekly pay based on forty-five (45) hour work week, for twelve (12) complete months or 2340 hours (45 x 52 weeks) in the vacation earning year. If less than 12 complete months or 2340 hours have been worked then the vacation pay entitlement will be prorated based on total hours worked. No employee shall receive less than 4% of his gross earnings during the vacation-earning year as vacation pay.
- 4.03 An Employee who leaves the service of the **Employer** for any reason, will be paid vacation pay to which he is entitled. 4.04 The vacation period will extend from January 1st to December 31st. Vacations will, where practical, be allocated by seniority on a divisional basis, with senior employees being given the first choice of vacation dates.
- 4.04 The vacation period will extend from January 1st to December 31st. Vacations will, where practical, be allocated by seniority on a divisional basis, with senior employees being given the first choice of vacation dates.
- 4.05 If a paid holiday, as set out in Schedule "C" falls during an employee's vacation, he will be granted a day off with pay as arranged with his Division Manager or the Division Manager's delegate.
- 4.06 Under normal circumstances each employee shall be allowed to accumulate one hundred and thirty-five (135) hours overtime within the Company fiscal year (Sept.- Aug. 31). The accumulated time off will be taken at a time to be mutually agreed upon between Employee and Employer. Each Employee shall have the opportunity to sign a slip indicating how many hours they wish to accumulate. The Employee shall be allowed to increase the number of hours up to one hundred and thirty-five (135) hours but not decrease the number of hours so signed. Those hours in excess of ninety (90) shall be granted as time off work if feasible or to be paid for at the discretion of management. Management have until July 1st each year to

decide whether the hours in excess of ninety (90) hours accumulated overtime be time off or paid.

SCHEDULE "E" – MISCELLANEOUS

- 5.01 Any employee presently receiving more than the hourly rate provided for his job by this Agreement shall suffer no decrease through the signing of this Agreement.
- 5.02 Any clothing and equipment required by the Employer to be worn by the Employee shall be supplied by the Employer at no cost to the Employee. Non-insulated coveralls will be provided to those employees regularly assigned to refrigeration, maintenance work and Valley Fertilizer Employees. The employee will be responsible for the cleaning of said coveralls. One pair of insulated coveralls will be supplied to those employees assigned to maintenance, refrigeration work and Valley Fertilizer Employees; these coveralls must remain on company property and not be taken home.
- 5.03 The **Employer** agrees to make every reasonable provision for the safety and health of the employees. Dangerous practices and devices will be reported to the Management and Management will take the necessary precautions to eliminate all hazards. The employer will reimburse an employee one hundred and ten (\$110) dollars per person per year upon receipt of a proof of purchase of CSA approved steel-toed work boots or a pre-approved employee may select from the Country Store a CSA approved steel-toed work boot up to a regular retail value of \$175 before taxes. An employee may be eligible for a second pair of work boots for abnormal wear caused by the nature of the job. Pre-approval is required and will be at the discretion of the HR Director. The boots will be worn at all times while at the work place.
- (a) Hearing protection will be provided for those employees who request it.
 - (b) Red lights will be placed on the electric forklifts.
 - (c) CSA approved dust masks will be provided to those employees who request them.
- 5.04 The **Employer** and the Union agree that they will not discriminate against anyone in regard to hiring, training, upgrading, promotion, transfer, discharge, lay-offs, or recall to work or other working conditions, because of race, creed, colour, national origin, political affiliation or marital status. No employee will be subject to harassment.
- 5.05 When an employee is called back to work after he has left the **Employer** property, he shall be guaranteed a minimum of four (4) hours' pay.
- 5.06 When a regular employee is to be laid off because of lack of work, such lay off shall be given in accordance with the LABOUR STANDARD CODE.

SCHEDULE “F” – PROVISIONS FOR PROBATIONARY EMPLOYEES

- 6.01 All probationary employees shall serve a probationary period of seven hundred and twenty (720) hours.
- 6.02 The procedure for lay-offs and rehiring; the first hired will be the last laid off and the last laid off employee shall be the first re-hired; the name of the employee with the greatest number of continuous seasons employed will be placed at the top of the list. The remaining employees will be placed on the list in order of the year the employee was hired. Where more than one employee has been hired in the same year, their name shall appear as of the date they were hired; subject to the provision of Article 11.01 (a).
- 6.03 Probationary employees shall attain seniority as a Regular employee after 720 hours of work. Their unit seniority shall be the division they worked the greatest numbers of hours.
- 6.04 Any probationary employee transferred to a lower rated job shall receive the rate of the job to which transferred effective the thirtieth (30th) consecutive calendar day he is assigned to that job. Any probationary employee transferred to a higher rated job shall receive the rate of the job to which transferred effective the fifteenth (15th) consecutive calendar day he is assigned to that job.
- 6.05 Any probationary employee who works in excess of six (6) consecutive days shall be paid overtime rates on the seventh day at time and one-half.
- 6.06 All time worked in excess of nine (9) hours daily and ninety (90) hours bi-weekly but not both shall be paid at time and one-half.
- 6.07 Employees shall be allowed a lunch period of one-half (1/2) hour without pay daily, when the employee works in excess of five (5) hours in a day.
- 6.08 Time worked on the days listed in article 6.10 below shall be paid at time and one-half (1 1/2) for the first nine (9) hours. All time worked in excess of nine (9) hours on such days shall be paid at the rate of two (2) times the employee's regular hourly rate in addition to the day's pay.
- 6.09 Employees shall be allowed a fifteen (15) minute rest period, including travel time, with pay at the completion of two and one-half hours of uninterrupted work.
- 6.10 (a) The recognized holidays for the purpose of this Agreement shall be paid holidays for probationary employees and shall include:
- | | |
|----------------------|----------------------------------|
| Christmas Day | Boxing Day |
| New Years' Day | Good Friday |
| July 1st, Canada Day | Day observed as Queen's birthday |

Labour Day
Remembrance Day

Thanksgiving Day
Heritage Day.

- (b) To qualify for paid Holidays listed in this Article, a probationary employee must have worked ten (10) days of the previous thirty (30) calendar days prior to the holiday and their last scheduled working day before and their first scheduled working day after the holiday. Both scheduled working days must have been within seven (7) calendar days of the Holiday.

SCHEDULE “G” – LEAVE OF ABSENCE –REGULAR EMPLOYEES ONLY

- 7.01 Upon written application and written permission from the **Employer**, a leave of absence for personal reasons may be granted for a period of not more than thirty (30) calendar days without pay.
- 7.02 Pregnancy and Parental Leave will be in accordance with the Labour Standards Code and the Employment Insurance Act for the Province of Nova Scotia.