

# **Memorandum of Settlement**

**Between:**

**Grain Millers Canada Corporation**

**And**

**Grain and General Services Union**

**For Renewal of the Collective Agreement**

**Expiring March 31, 2025**

The parties agree to the following amendments for renewal of the collective agreement which expired March 31, 2025:

### **Housekeeping Amendments**

Amend all uses of "lay off" to "layoff" as is consistent with the defined term in article 2.6 and common language. (Table of Contents and Articles 3.1h, 6 (Heading), 6.1, 6.2, 6.3, 6.4, 6.5a, 6.5b, 6.7, 6.8a, 6.8b, 6.9, 6.10 and 17.1)

#### 5.8 Grammatical change:

In the event of a grievance, the Company agrees, upon request, to provide the Union with copies of disciplinary **documents** and any other documents which the Company intends to use in regard to the specific grievance.

#### 6.8a Propose additional language to clarify intent, as follows:

If an employee on a layoff rejects recall to a lower classification, **as additional recall opportunities arise**, he/she will only be recalled to his/her previous classification unless he/she notifies the Company in writing of his/her willingness to accept a lower classification. The junior employee on layoff in a classification must accept a recall in that classification in accordance with Article 6.9.

#### 7.6 Propose language changes for grammar and clarity, as follows:

On promotion or change of position, an employee shall be required to serve a sixty (60) day assessment period. At any time during this period the Company **may** determine the employee **to be unsuitable** for the position, subject to the employee's right to grieve **this decision**.

#### 8.3 Correction of incorrect reference:

Jury Leave - In keeping with the policy that an employee not suffer a loss of pay while serving as a juror, leave with pay of up to five (5) working days ~~as provided for in article 8.1~~ shall be granted for jury leave. The remuneration to be received by the employee on any working day the employee reports for or serves on the aforementioned shall be the employee's regular rate of pay for the day less jury duty fees received for that day.

#### 16.2 Propose grammatical correction:

In order to provide training opportunities, employees may be given the opportunity to train in positions other than their own. The employee will continue to earn their current



salary. Such training period shall be for a maximum of forty (40) hours in total. All employees will be given equal opportunity to access training. During the training period the company shall ensure that the regular incumbent is in the position on-site at all times.

- 18 Throughout Article 18, the word "Stat" or "stat" is used often. Propose additional language defining the term after the first usage of the word "Statutory" in 18.1c and revision of each instance within the Article of "stat" to "Stat":

Statutory ("**Stat**") Holidays: All Stat holidays are twenty-four (24) hours...

- 18.2 Under both 12-Hour Shift Schedule headings in each Article a.i., propose addition of clarifying language, as follows:

For those employees working an eleven-and-one-half (11.5) hour shift, the work schedule shall be eighty-and-one half (80.5) hours consisting of seven (7) eleven-and-one-half (11.5) hour shifts **over a two-week pay period**. The daily hours are inclusive of rest periods and exclude meal breaks.

For those employees working a twelve-hour shift, the work week shall be eighty-four (84) hours consisting of seven (7) twelve (12) hour shifts **over a two-week pay period**. The daily hours are inclusive of rest periods and meal breaks if the operation is continuously running.

- 18.3a Propose grammatical change:

Employees are entitled to paid lunch **breaks** when their systems are scheduled to continuously operate.

- 18.4ii.b Rendered obsolete by respective clause c. **Will be removed.**

- 18.4iii.b Rendered obsolete by respective clause c. **Will be removed.**

- 18.6a Propose grammatical improvement:

All employees are required to be at work prior to the start time to allow for proper changing of clothes and **preparations** for work.

- 18.11 Propose grammatical clean up in last paragraph, as follows:

If an employee is absent from work without an authorized leave of absence for 3 consecutive **workdays**, the company may consider this abandonment of the position and terminate the employee.

18.13d Propose clarifying language, as follows:

When an employee is scheduling to use his or her Stat the threshold before OT will be reduced by the number of Stat **hours** used in that particular period.

19.3 Propose correction as follows:

Evening Shift Premium - Employees who work more than 50 percent of their assigned hours between the hours of 3:00 p.m. and 11:00 p.m. shall be paid a shift differential of **\$0.75** ~~cents~~ per hour for all hours worked on that shift.

19.4

& 19.5 Removal of stale-dated language.

20.1 Revision to 160-hour threshold as agreed upon at last negotiations, and removal of stale-dated language.

20.5c Propose grammatical change of the word "first" to the number "1".

22 Update of stale dates.

App. A (~~Note: replaces old Articles 11.2 — 11.5 and 11.7 — 8~~)

Effective October 1, 2022 (~~\*\*best efforts subject to timely ratification to allow completion~~)

LOU 4 Grammatical correction as follows:

Nothing in the above guidelines is meant to change or challenge an employee's ~~right to~~ **their** rights under the Health and Safety provisions of the Canada Labour Code. It is encouraged that employees read and understand the Canada Labour Code that deals with the above guidelines.

LOU 5 Grammatical and clarifying language as follows:

When an employee on standby is required to report to the plant, they must respond ~~on~~ **site to the site** without delay, and no later than one-and-one-half (1.5) hours from receiving the notification.

LOUs Propose to renew all current CBA LOUs.



## **Substantive Amendments**

### **ARTICLE 5 – GRIEVANCE PROCEDURE**

#### **5.13 – Amend as follows:**

When an employee is required to attend a discipline investigation meeting and/or a meeting where a disciplinary decision concerning him/her is to be taken by the Company the employee is entitled to have a designated representative of the Union attend the meeting. **The company must extend this entitlement, of union representation to the employee prior to the investigation or discipline meeting beginning. If the employee declines the right to have union representation, they must physically sign off on this. This document shall be added to the employee file and made available to GSU if requested.**

#### **5.14 (new) Add the following the following wording as a new section:**

**Unless discipline involved is of a matter involving serious misconduct, after three (3) years following discipline, the incident of the discipline shall not be referenced in further disciplinary matters, provided there have been no further incidents of the same or similar nature involving the employee.**

**Serious offences and discipline shall be removed from the employees' personnel file after thirty six (36) months.**

#### **5.15 (new) – Add the following as a new section to this article:**

**The company shall give discipline documents involving discipline at or above the Written Warning step to the union after such has been delivered to the employee.**

#### **5.16 (new) – Add the following as a new section to this article:**

**No disciplinary action shall be given to an employee more than thirty (30) calendar days following the Company becoming aware of the infraction. This time period may be extended by notice of the Company if the timeline cannot be met. If the discipline being administered is a suspension of any length of time it must be served immediately following the notice of discipline.**

## ARTICLE 6 – LAYOFF AND RECALL PROCEDURE

6.3 – Amend second sentence to read:

An employee who is terminated without just cause shall be entitled to written notice or pay in lieu of notice **in accordance with the Canada Labour Code.**

## ARTICLE 7 – JOB POSTING

7.3 – Delete this section.

## ARTICLE 8 – LEAVE OF ABSENCE WITH PAY

8.1 - Bereavement Leave – In the event of an immediate family member's death, employees are entitled to up to 10 days of bereavement leave, **some paid and some unpaid as described below.**

Employees with three (3) consecutive months of continuous employment with the Company will receive pay for the first three (3) days of bereavement leave.

Employees can take bereavement leave in one (1) or two (2) periods starting the day on which the death occurs and ending six (6) weeks after the date of the:

- funeral
- burial, or
- memorial service of that immediate family member

Employees shall be entitled to bereavement leave of five (5) consecutive paid working days immediately following the death of their spouse or child. **Additional bereavement leave taken will be unpaid.**

For bereavement leave purposes only, where major travel or special circumstances are involved, approval may be given by the Company to extend the three (3) day **paid leave maximum** to five (5) paid days.

Immediate family shall be defined to include:

- a. the employee's spouse or common-law partner;
- b. the employee's mother and father, and the spouse or common-law partner of the mother and father;
- c. the employee's child(ren) and the child(ren) of the spouse or common-law partner;
- d. the employee's grandchild(ren);



- e. the employee's brothers and sisters;
- f. the employee's brothers- and sisters-in-law (including common-law);
- g. the grandmother and grandfather of the employee;
- h. the mother and father of the spouse or common-law partner of the employee and the spouse or common-law partner of the father and mother; and
- i. any relative of the employee who resides permanently with the employee or with whom the employee permanently resides;
- j. or as otherwise modified in accordance with the Canada Labour Code.

## **ARTICLE 11 – SICK LEAVE**

### **11.1 Sick Leave Plan – Amend a. and b. to read as follows:**

- a. Sick Leave Plan Employees shall earn and accumulate sick leave credits on the basis of ten (10) hours per month of continuous service from commencement of employment. Maximum accumulative sick leave credits shall be two hundred (200) hours. Casual, temporary and/or part-time employees will earn and accumulate sick leave credits on a pro-rated basis.
- b. Effective January 1, 2026, employees shall earn and accumulate sick leave credits usable for paid sick leave during employee illness as follows. After thirty (30) days of continuous employment, new employees will receive thirty-six (36) hours of sick leave, followed thereafter by an additional six (6) hours per pay period of continuous employment, to an annual maximum of one-hundred and thirty-two (132) hours and an overall maximum of two hundred (200) hours. Accruals will pause when annual or overall maximums are reached. When the annual maximum is reached, the accrual will resume at the beginning of each successive year of continuous employment at the rate of six (6) hours per pay period. In the event the overall maximum is reached before the annual maximum, when usage of the benefit reduces the balance below the overall maximum, accruals will resume until a maximum is again reached. This will repeat as applicable until the annual maximum is reached. Casual, temporary, and/or part-time employees will earn and accumulate sick leave credits in accordance with the Canada Labour Code: Medical leave with Pay - IPG-118 - Canada.ca
- c. The Company reserves the right to seek improvement in attendance using available means at its disposal in accordance with the Canada Labour Code and the Collective Agreement.
- ~~e.~~ d. Family Medical Leave – no changes to language.

## ARTICLE 12 – RETIREMENT PLAN

Amend to read:

12.1 Retirement Plan - Grain Millers Canada Corp. shall provide employees who choose to participate in it, a Company retirement plan which shall match employee contributions into the plan. Participation in the Plan shall be voluntary but strongly recommended. Employees with ninety (90) days service shall be eligible to participate in the retirement plan.

The Company shall contribute a 100% match up to 5% of employee's contribution. The Company shall contribute a 100% match up to 6% of employee's contribution after 10 or more years of service.

**Effective January 1, 2026, the Company shall contribute a 100% match up to 6% of employee's contribution after 7 years of continuous service.**

**Effective January 1, 2026, the Company shall contribute a 100% match up to 7% of employee's contribution after 12 years of continuous service.**

Employees are free to invest at levels greater than the company-match maximums.

## ARTICLE 18 – HOURS OF WORK, OVERTIME, AND STATUTORY HOLIDAYS

### 18.3 Breaks and Meal Breaks

- a. Employees are entitled to paid lunch when their systems are scheduled to continuously operate.
- b. Each employee shall receive a paid 15-minute rest period during each half working day provided more than two hours have been worked in each half day
- c. **Each employee shall receive a paid 15-minute rest period upon completion of the regular scheduled shift, prior to working required overtime, provided the overtime is expected to meet or exceed three (3) hours.**

### 18.7 Filling Open Shifts

When a shift needs to be filled it must be done first from a list of employees, sorted by seniority, that are in the position. The most senior person on the list is to be called first. If the shift is not filled after going through the list, then the Company may fill the shift from **Utility personnel, if applicable**, or all other qualified candidates. **Filling open shifts shall not result in back to back shifts.**

Notwithstanding the foregoing, overtime shifts may be arranged for training purposes for specific employees, and specific purposes, regardless of seniority. These shifts will not be used to fill regular open shifts.



## **ARTICLE 19 – REPORTING PAY, CALL-OUT PAY, PREMIUM PAY**

19.4 Night Shift Premium – Employees who work more than 50 percent of their assigned hours between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a shift differential of \$1.75 per hour for all hours worked on that shift.

**Effective Apr. 1, 2026, employees who work more than 50 percent of their assigned hours between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a shift differential of \$2.00 per hour for all hours worked on that shift.**

19.5 Weekend Shift Premium – Employees shall be paid a premium of \$1.75 per hour for all hours worked between 7:00 p.m. Friday and 7:00 a.m. Monday.

**Effective Apr. 1, 2026, employees shall be paid a premium of \$2.00 per hour for all hours worked between 7:00 p.m. Friday and 7:00 a.m. Monday, except for hours worked at the beginning of a Monday morning shift that begins prior to 7:00 a.m.**

## **ARTICLE 20 – VACATIONS**

### **20.1 Amend to read:**

Employees shall be entitled to vacation on the following basis:

- 120 hours vacation after 1 year of service.
- 160 hours vacation after 7 years of service.
- 200 hours vacation after 15 years of service;
- **Effective date of ratification, 200 hours vacation after 13 years of service.**

### **20.6 (new) - Add a new clause to read:**

**All unused vacation may be carried forward into the following year. The Company reserves the right to work with employees carrying large balances to establish a usage plan. No forfeiture of vacation accruals shall be permitted.**

## **ARTICLE 21 – STATUTORY HOLIDAYS**

Amend this article to read as follows:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day, shall be recognized as General Holidays and employees shall be entitled to the

above named General Holidays with full pay.

~~An employee who does not work on a statutory holiday is not entitled to pay for a statutory holiday that occurs in the first 30 days of employment with the Company.~~

Employees who have not completed thirty (30) calendar days of employment prior to a General Holiday and are not scheduled to work the holiday will have their pay calculated to an amount equal to at least one-twentieth (1/20<sup>th</sup>) of their wages, excluding overtime pay, earned in the 4-week period immediately preceding the week in which the General Holiday occurs.

## **ARTICLE 22 – EFFECTIVE DATE AND DURATION OF AGREEMENT**

Amend to provide a **three-year agreement** commencing **April 1, 2025** and expiring **March 31, 2028**.

## **ARTICLE 23 – ADMINISTRATION OF THE WAGE SCHEDULE**

**23.4** – Increase wage rates in the expired agreement as follows:

**April 1, 2025 3.0 %**  
**April 1, 2026 4.0 %**  
**April 1, 2027 3.75 %**

**NOTE:** All position titles to be captured in the Wage Appendix.

The following items were commitments and agreements that do not involve amendments to the wording in the collective agreement:

- Article 7, regarding new hires and promotions: The Company agrees to implement policy outside of the Collective Agreement, built around current practice, as shared, and incorporating written feedback to employees and more involvement by the respective Manager(s). (reference to performance evaluations)
- Article 20, regarding usage of vacation: The Company proposes that current practice pertaining to consideration of vacation requests, as shared for discussion, gets formally communicated to all employees and, again, to all Managers to foster full understanding of the approach. (reference to vacation scheduling)




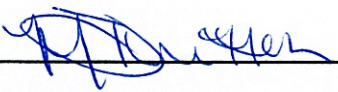
AGREED THIS 24th DAY OF October, 2025

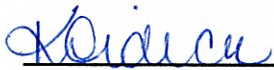
ON BEHALF OF:

GRAIN MILLERS CANADA

  
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GRAIN AND GENERAL SERVICES UNION

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