

SOURCE	Union	
EFF.	96	01/01
TERM.	98	03/31
No. OF EMPLOYEES	16	
NOMBRE D'EMPLOYÉS	SA	

**THE FOOD AND COMMERCIAL
INTERNATIONAL UNION
LOCAL 280 P**

and

**UNITED GRAIN GROWERS LIMITED
ION FORAGE & SPECIAL CROPS**

OUR AGREEMENT

Effective

April 1, 1996

to

March 31, 1998



03853

EDMONTON FORAGE & SPECIAL CROPS COLLECTIVE AGREEMENT

Article 1 - Recognition and Scope

The parties agree that the Union is established as a sole and exclusive collective bargaining agent of a unit of employees of the Company, by order of the Canada Labour Relations Board, dated November 10, 1970, comprising employees in the Marketing, Transportation Service, Forage & Special Crop Services located at 7410 - 120th Avenue, Edmonton, Alberta. Classified as warehouseman, cleaner operator, fork lift operator, mixer and maintenance man - excluding foreman, persons above the rank of foreman, seed buyers, grain sales supervisor, managers, technicians and clerical employees.

Article 7 - Purpose

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to define more clearly hours of work, wage rates and working conditions; to provide an amicable method of settling any differences or grievances which may possibly arise; to provide the mutual interest of the employer and employees; to provide for the operation of the plant under methods which will further, to the fullest extent possible, the safety and welfare of the employees combined with the economy of operations and protection of property. It is recognized by this Agreement to be the joint responsibility of the Company and the employees to co-operate fully, individually and collectively, for the promotion of the aforesaid conditions.

Article 3 Union Membership and Dues

- 3.0 It is agreed that all present employees covered by this Agreement, shall be members of the Union in good standing and shall maintain such membership as a condition of employment, for the duration of this Agreement.
- 3.1 All employees hired on or subsequent to the signing of this Agreement, who come within the scope of this Agreement, shall become members of the Union within thirty (30) days following the date of their employment and shall thereafter maintain such membership in good standing, for the duration of this Agreement.
- 3.2 An employee shall be deemed to be a member of the Union in good standing upon paying or tendering the payment of initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union.
- 3.3 The Company agrees upon receipt of a written authorization from the employee, in the form of a signed Union membership card, to deduct from the wages owing the employee the uniformly required initiation fee, and to thereafter deduct uniformly required Union dues monthly in accordance with the following. The Company will procure from such new and probationary employees the necessary membership applications and membership in the Union shall be granted.
- 3.4 Authorization to deduct initiation fee and Union dues becomes effective as of the first day of the calendar month following the month in which they are received at the Head Office of the Company.
- 3.5 If an employee has not sufficient earnings due him to cover Union dues deductions for the pay period in which dues deductions are regularly made, no dues deductions will be made from that employee for that month.
- 3.6 As soon as possible after the deduction of Union dues, but in any event no later than the 15th of the month, the Company will remit to the United Food and Commercial Workers International Union, Local 280P, by cheque the amount so deducted together with a listing showing the amount deducted from the wages of each employee.
- 3.7 It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee or employees for amounts deducted from wages as herein provided.

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Article 4 - Rerepresentation

- 4.0 The Union agrees to establish arrangements which will enable all employees in the bargaining unit to have Union representation with respect to complaints or grievances about the application or non-application of this Agreement.
- 4.1 The Company agrees that permission for the Business Agent of the Union responsible for the membership covered by this Agreement to enter the Company's premises will not be reasonably withheld.
- 4.2 In order to save as much time and expense as is possible under the circumstances, it is agreed that only two (2) employees of the Company will be present at any meeting having to do with an employee's grievance.
- 4.3 The Union agrees to furnish the Company with names of the executive officers and stewards of the local, and of any change in or substitution of same as they occur before the Company is asked to recognize them.
- 4.4 The number of stewards shall not exceed one (1) steward and one (1) alternate for each twenty (20) employees or portion thereof.
- 4.5 The Union acknowledges that stewards as well as the Union officers will continue to perform their regular duties on behalf of the Company, and that such persons will not leave their regular duties without first obtaining permission from their foreman or immediate supervisor, and when resuming their regular duties after being engaged in duties on behalf of the Union they will report to their foreman or supervisor, and will give any reasonable explanation that may be requested with respect to their absence.
- 4.6 It is clearly understood that stewards and other Union officers will not absent themselves from their duties unreasonably in order to deal with the grievance of employees or to attend meetings with management, and that in accordance with this understanding the Company will compensate such employees at their regular rate of pay for time so spent in dealing with grievances and meetings with management.
- 4.7 Such compensation will not be allowed for time spent outside the employee's regular working hours.

Article 5 - Management Rights

The parties agree that the Company retains the exclusive right, amongst others, to manage **the** business and to direct the work **force**, including the right to plan, direct and control plant operations; to determine schedules and to assign **work** to employees; to change, combine, eliminate, increase, decrease, transfer or reassign jobs **or** duties; to determine the means, methods, processes and schedules of production; to **determine** the products to be manufactured or processed, and the plants and facility at which they are to **be** manufactured or **processed**; to determine the location of its plants and **the** continuance of its operating departments; to establish and require employees to **observe** Company rules and regulations; to hire, retire, lay-off, discipline, promote, demote, suspend, discharge and transfer employees, and to determine the standard of efficiency to be observed, provided that claims of **discriminatory** promotion, demotion, transfer, discipline or discharge shall be subject to the grievance procedure.

Article 6 - Grievance & Arbitration Procedure

6.0 It is agreed by the Company and the Union that wherever possible complaints of employees or management shall be adjusted as quickly as possible without prolonged discussion and it is further agreed that an employee has no grievance until he or the Chief Steward has first given the foreman the opportunity of adjusting the complaint.

6.1 If such complaint or adjustment is not amicably settled to the satisfaction of the employee or employees concerned, then the following steps may be carried out in the grievance procedure.

It is understood that the word "grievance" as used in this Agreement means any dispute or difference between an employee and/or the Union on the one hand, and the Company on the other hand, involving the meaning or application of, or compliance with, the provisions of this Agreement, and shall only relate to a dispute or difference which arises subsequent to the date of this Agreement.

STEP 1

6.2 Any employee having been unable to effect a satisfactory settlement with his foreman as generally outlined above, and who believes he has a complaint or grievance, shall state his grievance in writing. This written statement must be made to the Company within ten (10) working days of the occurrence of the incident from which the grievance arises if the grievance does not arise as the result of disciplinary action, suspension or dismissal by the Company.

6.3 If the grievance does arise as the result of disciplinary action, suspension or dismissal by the Company, such grievance must be stated in writing within five (5) working days of the occurrence of the incident from which the grievance arises.

6.4 Such grievance must be signed by the grieving employee or employees, and a copy delivered to the foreman or supervisor of the employee or employees concerned. The employee shall have the right to request the assistance of a Shop Steward.

6.5 After such discussion as is necessary, the foreman shall state his decision, in writing with appropriate reasons if necessary; a copy of such statement going to the Steward representing the employee, and a copy going to the Superintendent of the Seed Plant within five (5) working days, or such longer time as is mutually agreed upon.

Article 6 - Grievance & Arbitration continued

STEP 2

6.6 Should the Union be dissatisfied with the disposition of the grievance by the foreman, the Chief Steward may within ten (10) working days of receipt of the foreman's answer, refer the matter in writing to the Superintendent of the Seed Plant who shall answer the grievance in writing within five (5) working days, or such longer time as is mutually agreed upon.

STEP 3

6.7 If no settlement is reached at Step 2, the Grievance Committee may request in writing a meeting with representatives of management. This request must be made within ten (10) working days of the receipt of the decision of the Superintendent, or such longer time as is mutually agreed upon. At this meeting the manager, or his nominee shall be present, and the Business Agent of the Union shall be present if his presence is requested by either party. The Manager shall render his decision within five (5) working days of the said meeting.

6.8 The Company shall have the right to initiate a grievance at Step 2 of the grievance procedure.

6.9 The Union shall have the right to initiate a group grievance or a grievance of general nature, at Step 2 of the grievance procedure.

6.91 Should the grievance not be resolved at Step 3, it may be referred by either party, to a single arbitrator, by notice in writing to the other party within thirty (30) working days of receipt of the Step 3 response. Such notice shall indicate three (3) nominees to act as arbitrator. The respondent party shall reply, in writing, indicating its choice of three (3) nominees to act as arbitrator within five (5) days of receipt of the above notice. If the parties fail to agree upon an arbitrator from the six (6) nominees within a further five (5) working day period, the Minister of Labour shall be requested to appoint one.

6.92 The decision of the arbitrator shall be final and binding on all parties to this Agreement and shall be applied forthwith. The arbitrator shall only rule on the explicit provisions of this Agreement and shall not have jurisdiction to amend or add to any of the provisions of this Agreement, to substitute any new provisions nor to give any decision inconsistent with the terms and conditions of this Agreement.

Article 6 - Grievance & Arbitration Procedure continued

- 6.93** The expenses of the arbitrator shall be shared equally by the Company and the Union.
- 6.10** At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned and any necessary witnesses (who shall not at any time exceed three (3) in number except with the mutual consent of both parties).
- 6.11** The Company undertakes that it will not attempt to settle a grievance directly with any employee if his grievance has already been discussed with the Company by the Union.

Article 7 - Strikes and Lockouts

- 7.0 During the **term** of this Agreement the Company agrees that there shall be no lockouts, and the Union **agrees** that **there shall be no** slowdown, strike, or any stoppage of or interference with work which would cause any interruption of work.
- 7.1 The Company **shall have** the right to discipline or discharge any employee taking part in any violation of Section (1) of **this** Article.
- 7.2 Strikes or lockouts during negotiations. It is agreed that the parties will not during the course of negotiation for **a** renewal or extension of this agreement initiate economic action until their differences have been **discussed** through conciliation, after which either party may initiate economic action provided they have given the other party (48) forty eight hours notice.

Article 8 - Seniority

8.0 Employees' seniority as covered in this Agreement shall apply only to employment at the Company's Seed Plant defined in Article 1, and shall not be interpreted to apply elsewhere.

8.1 Seniority shall be on a plant **seniority** basis. The seniority of an employee shall **be** based upon his unbroken service with **the** Company from the date on which he was **last** engaged.

8.2 The Company will **prepare** and post in January and July of each year on bulletin boards, rosters showing the seniority as to length of **service** as at December 31st and June 30th respectively of each year. Objections to the accuracy of the lists will be entertained within a period of fifteen (15) days **from** the date of each posting. Any **corrections** shall be shown on a supplementary sheet. The Company will supply **copies** of the complete roster to the Local and to the designated representative of the Union.

8.3 Probationary Employees

8.31 An **employee shall be** regarded as probationary **until he** has completed ninety (90) calendar days of employment with **the** Company from the date of **last** hire. However, when it is mutually agreed to between the Company and Union, the probationary period may be extended for another thirty (30) calendar days. At the end of the probationary period the employee shall be placed on a seniority list with **service** back to the date of hire immediately preceding the **completion** of the probationary period.

8.32 The termination of probationary employees shall not be subject to the grievance procedure.

8.4 Breaking of Seniority

8.41 An employee's seniority shall be broken by and **he** shall lose his employee status by:

- a) Dismissal, (~~if~~ not reinstated through the grievance procedure or otherwise), voluntary resignation, quitting or retirement.
- b) Continuous lay-off due to lack of work for a period in excess of twelve (12) months.

Art - Seniority continu.

- c) Failure to report for work within one (1) calendar week after being notified to report following a lay-off, or after the termination of a leave of absence, unless in either case the employee is excused for reasons satisfactory to the Company.
- d) An employee shall be deemed to have quit if absent from work without explanation or excuse satisfactory to the Company for four (4) continuous working days.

8.5 Seniority Applied for Lay-offs and Recalls

8.51 When staff in any seniority unit is being reduced because of temporary lack of work, the most junior employee shall be laid off in order of seniority, provided those to be retained on the basis of seniority are qualified, meaning having the necessary skill, ability, experience and qualifications to perform in an efficient manner the work remaining.

8.52 The judgement of the Company as to whether an employee is able to satisfactorily perform the work available will be respected, but the Union is entitled to invoke the grievance procedure in order to determine whether or not the Company has fairly and adequately considered all of the relevant facts.

8.53 When recalling employees for the purpose of increasing staff they shall be recalled in inverse order of lay-off, provided they are qualified to perform the work available.

8.54 When the Company is recalling employees the employees recalled must notify the Company within three (3) days (excluding Sundays and holidays) of the date of the notice of recall to his last address on file with the Company that he is available and willing to accept the work assigned. If he fails to do so his name will be passed over, and another employee will be recalled. Notice shall be sent by Registered Mail.

(NOTE: An employee who has been laid off shall be expected to keep the Company posted as to where he can be reached with the least possible delay.)

8.6 Waiving of Seniority

It is understood that in an emergency the Company may recall employees or hire new employees, without regard to seniority, but only for the duration of the emergency. Any emergency is defined as a situation resulting from damage due to Acts of God, fire, water, etc.

Article 8 Seniority continued

8.7 Seniority Applied to Promotions and Transfer

Promotions or transfers to higher paid jobs, lower paid jobs or to better jobs with equal pay within the bargaining unit will be based on the necessary skill, ability, experience and qualifications of the employee concerned, but as between two persons of approximately equal qualifications and on the above factors, seniority shall govern. The management's judgement as to the necessary skill, ability, experience and qualifications of the employees will be respected but the Union is entitled to invoke the grievance procedure in order to determine whether or not management has fairly and adequately considered all of the relevant facts.

8.8 Job Posting

Job vacancies within the bargaining unit shall be posted for three (3) working days to give employees with seniority time to apply. After which time the Company will inform all applicants of the decision as promptly as possible and endeavour to fill the vacancy as soon as possible.

8.9 Transfer to Supervisory Positions

The appointment or selection of employees for supervisory positions, or for any position not subject to the provisions of this Agreement, is not governed by this Agreement, but if an employee on a seniority list is so transferred back to a position which is governed by this Agreement, then the seniority which he has accumulated in such supervisory position shall be counted as service in the plant.

8.10 Bargaining Unit Work

No employee outside of the bargaining unit will be used on work of the same nature as that performed by employees in the bargaining unit except as follows:

- (a) when an employee must be instructed on a new job,
- (b) failure of an employee to show up for work.

Article 9 Hours of Work and Overtime

9.0 Hours of Work

- 9.01** The work day is a 24 hour period running from 12 midnight one day to 12 midnight the following day. The work week begins at 11:59 p.m. Sunday and ends at 11:59 the following Sunday.
- 9.02** Regular hours in a week shall be **forty** (40) hours, worked in five (5) consecutive days, eight (8) hours per day, and when the plant is on a five (5) day schedule such hours shall be worked Monday through Friday. However, if it is necessary to implement a Tuesday to Saturday shift a premium of .50 per hour shall be paid for all hours worked on the Fifth (5) day, Saturday.
- 9.03** The hours of work, other than when shifts are required shall be scheduled between 7:00 am. and 5:00 p.m., Monday through Friday.

9.1 Shift Hours

- 9.11** When shifts are scheduled, assigned employees **who** start work between the hours of:
- (a) 7:00 am. and 8:00 am. are considered on the day shift and will receive regular rate,
 - (b) 3:00 p.m. and 4:00 p.m. are considered on the second shift and will receive the second shift differential.
 - (c) 11:00 p.m. and 12:00 midnight are considered on the third shift and **will** receive the third shift differential.
- 9.12** Shift differentials shall not apply when an employee is being paid on an overtime basis.
- 9.13** Except by mutual consent, no individual's regularly scheduled hours **shall** be changed without twenty-four (24) hours notice. If such schedule is **changed** without consent and without proper notice the employee will be paid time and one-half his regular straight time rate for all hours worked outside the **previous** schedule, until the expiry of the required period of notice.

9.2 Lunch Period

- 9.21** A thirty (30) minute lunch period will be provided as close to the middle of the shift as **the** efficiency of the operation permits.

Article 9 - Hours of Work and Overtime continued

An employee required to work this lunch period shall be paid one and one-half his regular straight time rate for such time worked.

9.22 The lunch period for employees engaged in a continuing shift operation will be included in their regular hours of work.

9.23 An employee who is required to work continuously for more than ten (10) hours, exclusive of one lunch period in the twenty-four (24) hour work day shall be provided a lunch by the Company and be allowed twenty (20) minutes off, with pay, to eat same at the conclusion of the regular shift. If lunch is not provided an allowance of \$6.00 will be paid to the employee.

9.3 **Relief Period**

A fifteen (15) minute period as close to the middle of each half shift as the efficiency of the operation permits, shall be provided plant employees, providing the working time of the half shift exceeds 2-1/2 hours.

9.4 **Daily & Weekly Overtime**

All hours worked in excess of forty (40) straight hours in any work week or eight (8) straight hours in any one work day shall be compensated for at the rate of time and one-half of the employee's straight time hourly rate.

9.5 **Sixth and Seventh Day Premium**

9.51 The sixth (6) day of work by an employee in his regularly scheduled work week shall be paid at the rate of time and one-half his regular straight time rate.

9.52 The seventh (7) day of work by an employee in his regularly scheduled work week shall be paid at the rate of two times his regular straight time rate.

9.6 **Call Back Pay**

9.61 An employee who is called back for emergency work after he has finished his shift and left the plant, will be paid one and one-half times his regular rate for such unscheduled hours or four (4) hours pay at straight time rates, whichever is the greater.

9.62 An employee who is told twelve (12) hours or more in advance of his regular straight time, to start work in advance of his regular starting time shall not qualify for Call Back Pay.

Article 9 - Hours of Work and Overtime continued

9.7 Distribution of Overtime

9.71 The Company will continue its practice to distribute overtime work; other than emergency call back work, as equally as practicable to those qualified to do the work.

9.72 Overtime shall be voluntary down the seniority list, initially within job classifications until the Company needs are met. In the event Company needs **are** not met, overtime will be mandatory up the seniority list for those qualified to **do** the job until these needs **are** met, up to a maximum of eight (8) hours per week.

9.8 Shutdown for Repair/Maintenance

If it is necessary to shutdown for **repair/maintenance**, the Company **will** retain maintenance employees to the extent necessary. If others **are** needed they will be scheduled provided they **are** qualified to perform the necessary work.

9.9 Injury Shift Guarantee

An employee injured while working in the plant shall suffer no **loss** of earnings for the hours he **would** have worked but **were** necessarily lost on the day in which the accident occurred, and with **prior** Company **approval** up to three (3) subsequent absences within six (6) weeks of the date of the **accident** if, as a result of such injury, medical attention is required and is so verified by a medical certificate.

Article 10 - Time off From Work

10.0 Bereavement Leave

10.01 The Company agrees that an employee will be allowed a maximum of three (3) days leave with pay at his regular straight time rate of pay for the purpose of arranging for and attending the funeral of his/her mother, father, son, daughter, spouse (legal or common-law), brother or sister, and one (1) day leave for mother-in-law, father-in-law, grandmother, grandfather, sister-in-law, brother-in-law, grandchild.

10.02 This leave is granted provided that:

- a) the employee attends the funeral or memorial service.

10.1 Jury Duty

10.11 An employee who is called for Jury Duty and while so engaged, will be paid the difference between jury pay and his regular base rate of pay.

10.12 A certificate of service from the Court is to be presented to the Company before such payment will be authorized,

10.2 Leave of Absence

10.21 The Company may grant leave of absence without pay retroactively or otherwise for legitimate reasons including illness, accident or to transact personal business but not for gainful employment elsewhere, except as noted in Section 4 below.

10.22 Seniority will not accumulate during any leave of absence in excess of thirty (30) calendar days.

10.3 Leave for Union Business

10.31 At the Union's request the Company shall grant a leave of absence of up to one (1) year to an employee for the purpose of working in an official capacity with the Union providing:

- a) the employee has previously attained one (1) year's continuous service,
- b) the Union makes application to the Company in writing, and
- c) the Company is given at least one (1) month's notice.

Article 10 - Time off From Work continued

- 10.32** The Company agrees that it will, at the conclusion of this period, enter into discussion with the Union respecting the extension of such leave of absence.
- 10.33** Upon completion of this period or ~~such~~ extension as may be mutually agreed upon, the employee in question may return to the employ of the Company in accordance with the provisions herein set out, on the job classification held immediately prior to going on leave of absence, where feasible, or on a ~~comparable job~~ as ~~determined~~ by the Company.
- 10.34** One (1) month's notice shall be given by the employee to the Company of his intention to return.
- 10.35** The Company ~~will~~, upon written request from the Union, grant leave of absence without ~~pay~~ to a maximum of thirty (30) days, for the purpose of attending a Union school, convention, conference or negotiation of this Agreement. It is understood that not more than ~~three~~ (3) employees in total, and not more than ~~two~~ (2) employees from any one department shall ~~be~~ granted such leave at any one time. The Union shall give the ~~Company~~ written notice of not less than two (2) days before the requested leave is to commence.

Article 11 - Holidays

11.0 Observed Holidays

11.01 Subject to the provisions of this Article, the Company will **observe** the following holidays on the calendar days on which they occur:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

11.02 When an observed holiday falls on a day that is a **non-working** day for the employee, he shall be granted a holiday with pay at some other time, **convenient** to the employee and the Company.

11.03 When New Years Day, Canada Day or Christmas Day fall on a Sunday **or** Saturday that is a **non-working** day the holiday shall be granted immediately preceding or following the day in point.

11.04 Any general holiday proclaimed by the Federal Government or Provincial Government of Alberta shall be granted to employees with the same conditions as an observed holiday.

11.1 Holiday Pay

Employees not required to work on a designated holiday will be paid eight (8) hours holiday pay at their regular straight time rate, providing:

- a)** they have been employed in excess of thirty (30) days, and
- b)** that they have worked for **fifteen** (15) days in **the** thirty (30) day period immediately preceding the holiday.

11.2 Pay for Holiday Work

Employees who are required to work on a designated holiday will **be** paid eight (8) hours holiday pay at their regular straight time rate plus time and one-half their regular **straight** time rate for the hours worked on that day.

Article 12 - Vacations

12.0 Vacation Period

- 12.01** An employee who is on the active payroll and who has completed one (1) or more years continuous service will be entitled to ~~two~~ (2) weeks vacation with pay. Such payments shall be in accordance with the Canada Labour (Standards) Code, part III, S.C. 1985.
- 12.02** An employee who is on the active payroll and who has completed four (4) or more years continuous service will be entitled to three (3) weeks vacation with pay.
- 12.03** An employee who is on the active payroll and who has completed ten (10) years or more continuous service ~~will be~~ entitled to four (4) weeks vacation with pay.
- 12.04** An employee who is on the active payroll and who has completed eighteen (18) ~~years or~~ more continuous service will be entitled to five (5) weeks vacation with pay.
- 12.05** Vacation pay shall be computed on ~~the~~ basis of forty (40) hours per week at the employee's actual rate of pay or two (2) percent, per week of total gross earnings, whichever is greater.

12.1 Timing of Vacations

- 12.11** The yearly vacation period shall be ~~from~~ January 1 to December 31 of each calendar year.
- 12.12** Vacations may not be postponed or held over to subsequent years, but must be taken during the vacation year in which they are due.
- 12.13** An employee shall submit the time requested for his vacation not later than April 15 in the current year. Every consideration shall be given such requests but the final choice of scheduling such vacations shall be reserved by the Company in the interest of efficient operation of the plant.
- 12.14** The Company shall post ~~lists~~ on or before ~~May~~ 1st in the current year in accordance with 2.3 above. ~~Such lists shall~~ not be ~~altered~~ unless an alteration is necessary to the efficient operation of the Company.
- 12.15** Should a **recognized holiday** (Article 11) occur **during** an employee's vacation period, an additional day of vacation will be allowed, or an extra day's pay.

Article 13 - Health & Safety

- 13.0 The Company will give proper attention to the elimination of conditions which are a **hazard** to the health and safety of the employees.
- 13.1 The Company will supply hard **hats** and dust masks at no cost to the employee. Such equipment will be charged to the employee if lost, but will be replaced by the Company **if**worn out through normal use.
- 13.2 A **Safety** Committee comprised of **two** Union nominated members and **two** management nominated **m**embers, shall meet monthly to discuss and review matters of plant health and safety. A member of the Union committee along with management **m**ember/s will conduct a monthly plant health and safety inspection.
- 13.3 No employee shall be required to operate or use any machine, tool or **other** equipment that is not in safe working order.
- 13.4 The Company **reserves the right to call for** a **medical** examination et any **time**, and a **person** making application for employment may be required to **pass** a satisfactory medical examination.

Article 14 - Bulletin Boards

- 14.0 The Company agrees to provide standard bulletin boards for the Union in locations easily accessible to all employees.
- 14.1 All Union bulletin boards shall be plainly designated as Union bulletin boards.
- 14.2 The Union agrees to post on these boards only notices concerning soliciting membership, elections, meetings, reports and other official Union business or notices of recreational and social activities provided that all such notices shall first be submitted for the inspection and approval of management.

Article 15 - Schedules

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

Schedule A, which is a schedule of Job Classification and Rates of Pay.

Article 16 - General

16.0 Clothing

Each employee eligible for seniority rights, as of April 1st of each year upon request, will receive one (1) pair of coveralls, and upon the return of the previous pair of coveralls, will receive a second pair, up to a maximum of two (2) pairs per year.

16.1 Technological Change

When a technological change is expected to result in a substantial reduction in the number of employees in the plant the Company will inform the Union of such changes at least thirty (30) days in advance of the contemplated change, when practicable, and the parties will discuss what is to take place and how the matter may be best handled.

16.2 Medical Plans

The Company will pay 75% of the combined monthly premium of Alberta Health Care and the Blue Cross Plan for employees so covered in the Company group effective January 1, 1979.

Article 17. Plant Closure & Separation Allowance

17.0 The Company shall give notice of its intention to permanently close the plant referred to in this agreement at least sixty (60) calendar days prior to such closing.

17.1 Separation payments shall be made to employees on the following basis:

- a) they have three (3) or more years seniority
- b) they are actively employed with the Company and accumulating seniority or have laid-off within the thirty (30) day period preceding the date of notice of closing.

Employees on leave of absence up to one (1) year and employees receiving Workers' Compensation or away from work on **recognized** sick leave will be eligible.

17.2 Separation payments shall not be made:

- a) to employees who have **less** than three (3) years credited service,
- b) to employees who are discharged for cause,
- c) to employees who retire,
- d) to employees who voluntarily resign,
- e) to employees who refuse an offer of employment by the Company in another unit of its business, the location of which is reasonably accessible to the location of the place of employment from which the employees' are being dropped from **service**,
- f) in the event that the closure is brought about by war, strike, walkout, work stoppage, slowdown or other cessation of work, fire actions by government or government legislated bodies or act of God.

17.3 In order to qualify for separation allowance, employees **will** continue to work in a satisfactory manner as long as required.


17.4 Separation allowances for eligible employees shall be computed on the basis of three (3) days pay at the employee's regular rate for each completed year of service up to twelve (12) years service plus five (5) days pay for each **completed** year over twelve (12) years of service to a maximum of thirty (30) years service,

Article 18 - Termination Clause

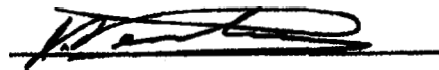
- 18.0 This Agreement shall be **valid** until March 31, 1998 and shall remain in force from year to year ~~thereafter~~ unless written notice of a desire to amend or to ~~terminate~~ it is given by either **party** to the other.
- 18.1 Such notice shall be **given** not **more** than sixty (60) days prior to the termination date of this Agreement.
- 18.2 If notice, as contemplated **under** paragraph **1** of this Article, ~~is~~ given by either party to the other, the other party **agrees** to meet **for** the purpose of negotiations within fifteen (15) **days after** giving **such** notice, ~~if~~ requested to **do** so.

Signed at Edmonton, Alberta this 16 day of October 19 96.

FOR THE COMPANY



FOR THE UNION



SCHEDULE A

1.0 New Job Titles

- 1.01 The Company may establish new job titles falling within the scope of this Agreement, and establish rates of pay for such new job titles. However the Company shall **notify** the Union **of** any new job titles established and the rate of pay established therefore shall be subject to bargaining at the request of the Union. Such request shall **be** made by the Union within sixty (60) days after notification **by** the Company of the establishment of the new **job** title.
- 1.02 In the event that the rate of pay agreed on in the bargaining is different **from** the rate fixed by the Company, the rate agreed to by the Company and the Union shall **be** retroactive to the date on which the new position was filled.

2.0 Shift Differentials

- 2.01 Because of inconvenience of working hours, a shift differential is paid in addition to an **employee's** regular straight time **hourly** rate if he is assigned and works the second or third shift.
- 2.02 The second **shift** differential is **\$0.45** per hour and the third shift differential is **\$0.65** per hour. Both differentials are in addition to the employee's regular straight time **hourly** rate.
- 2.03 The applicable shift differentials for the second and third shift shall not be included in the regular straight time hourly rate when computing overtime.
- 2.04 Shift differentials shall not apply when an employee is being paid on an overtime basis.

3.0 Rate of Pay Permanent Transfer

- 3.01 An employee permanently transferred to a higher rated **job** will **be** paid as follows:
- a) if he has had training in the work and can regularly **perform** the job without instruction or assistance, he will **be** paid the regular rate for the **job**,
 - b) if it is necessary for him to go through **a** training period to handle the new work, he will be paid the regular **rate** for the job at such time **as** he completes the training period and can regularly perform the job without instruction **or** assistance. A training period shall normally not be longer than six (6) weeks.

SCHEDULE A continued

3.02 An employee permanently transferred to a lower rated job will continue to receive the rate of pay of the position from which he was transferred for the six (6) weeks immediately following the effective date of the transfer. However, when an employee is transferred to a lower rated job because of inability to perform the job, health or request, then the lower rate of pay shall immediately apply.

4.0 Rate of Pay Temporary Transfer

4.01 An employee temporarily assigned to a higher rated job will be paid the higher rate when such assignment is for **four (4) or** more hours on a shift, providing he can perform the job without instruction or assistance.

4.02 An employee temporarily assigned to a lower rated job will have his regular rate continued for a period of thirty (30) calendar days unless the assignment is made at the employee's request, or is made to avoid the lay-off of the employee.

5.0 Flexibility

For the purpose of providing flexibility in using the work force in the most efficient and economical manner, ~~employees are~~ expected to perform any duties to which they may be reasonably assigned.

6.0 Wage Rates and Job Classifications

6.01 The following hourly wage rates and classifications shall be in effect **for the term** of this Agreement:

6.02 It is agreed that **no** employee shall have **their** basic **rate of pay** in effect **on** the signing of this Agreement reduced **by** the application of the new schedule.

**Forage & Special Crops
Collective Agreement - Wage Rates
April 1, 1996 - March 31, 1997**

	<u>Start</u>	<u>3 mths</u>	<u>6 mths</u>	<u>12 mths</u>	<u>18 mths</u>	<u>24 mths</u>
Warehouseman	\$9.00	\$9.50	\$10.00	\$10.50	\$11.00	\$13.02
Mixer	\$9.00	\$9.53	\$10.06	\$10.59	\$11.11	\$13.15
Forklift Operator	\$9.00	\$9.58	\$10.16	\$10.74	\$11.31	\$13.42
Cleaner Operator	\$9.00	\$9.65	\$10.30	\$10.95	\$11.59	\$13.79
Maintenance Man	\$9.00	\$9.74	\$10.47	\$11.21	\$11.93	\$14.23

**Forage & Special Crops
Collective Agreement - Wage Rates
April 1, 1997 - March 31, 1997**

	<u>Start</u>	<u>3 mths</u>	<u>6 mths</u>	<u>12 mths</u>	<u>18 mths</u>	<u>24 mths</u>
Warehouseman	\$9.00	\$9.50	\$10.00	\$10.50	\$11.00	\$13.22
Mixer	\$9.00	\$9.53	\$10.06	\$10.59	\$11.11	\$13.35
Forklift Operator	\$9.00	\$9.58	\$10.16	\$10.74	\$11.31	\$13.62
Cleaner Operator	\$9.00	\$9.65	\$10.30	\$10.95	\$11.59	\$14.07
Maintenance Man	\$9.00	\$9.74	\$10.47	\$11.21	\$11.93	\$14.51

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