

Labour Agreement

November 30, 1997 to November 30, 2000

SOURCE	Comp
EFF.	9/7/1/30
TERM.	2000 11/30
NO. OF EMPLOYEES	150
NO. OF DISMISSED EMPLOYEES	0

ADM Milling Co. Port Colborne

④

1997
November 30, 1999

00458(07)

COLLECTIVE AGREEMENT

Port Colborne

Between

ADM MILLING CO.
Port Colborne, Ontario, Canada

And

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
AFL-CIO, **CLC**, LOCAL **452P**

TERM: November 30, 1997 to November 30, 2000

Page

ARTICLE I	RECOGNITION	
ARTICLE II	MANAGEMENT RIGHTS	2
ARTICLE III	GRIEVANCE & ARBITRATION PROCEDURE	2
ARTICLE IV	JOB CLASSIFICATIONS AND RATES OF PAY	4
ARTICLE V	HOURS OF WORK AND OVERTIME	7
ARTICLE VI	SENIORITY AND FILLING VACANCIES	9
ARTICLE VII	HOLIDAYS	14
ARTICLE VIII	VACATIONS	15
ARTICLE IX	TIME OFF FROM WORK	17
ARTICLE X	HEALTH AND WELFARE	19
ARTICLE XI	GENERAL PROVISIONS	19
ARTICLE XII	NO STRIKES OR LOCKOUTS	21
ARTICLE XIII	SCOPE AND TERM OF AGREEMENT	21

INDEX

		<u>Page</u>
ARTICLE I	RECOGNITION	1
	Recognition	1
	Union Membership	1
	Checkoff	1
ARTICLE II	MANAGEMENT RIGHTS	2
	Management Rights	2
ARTICLE III	GRIEVANCE & ARBITRATION PROCEDURE	2
	Grievance Procedure	2
	Arbitration Procedure	3
	Union Notice Of Written Discipline	3
	Union Steward - Disciplinary Meetings	4
ARTICLE IV	JOB CLASSIFICATIONS AND RATES OF PAY	4
	Job Classifications And Rates Of Pay	4
	Shift Differentials	5
	Rates Of Pay -Temporary Transfers	5
	Rates Of Pay - Permanent Transfers	5
	Rates of Pay – Supervisor Relief	6
	Temporary Employees	6
	Creation Of New Job Classifications	6
Severance Procedure	6	
ARTICLE V	HOURS OF WORK AND OVERTIME	7
	Intent And No Pyramiding	7
	Workday And Workweek	7
	Starting Times, Shifts And Schedules	7
	Daily And Weekly Overtime Pay	8
	Call-In Pay Premium	8
	2nd Scheduled Day Off Premium	8
	Distribution Of Overtime	8
	Job Coverage	9
ARTICLE VI	SENIORITY AND FILLING VACANCIES	9
	Seniority	9
	Consideration of Qualifications	9
	Probationary Employees	10
	Filling Permanent Vacancies (Except Maintenance and Job Classifications in the Line of Progression)	10
	Filling Permanent Vacancies (Maintenance)	10
	Entry and Line of Progression - Operator II & Operator I Job Classifications	11
	Filling Temporary Vacancies	12
	Layoffs And Recalls	12
	Loss Of Seniority	13

		<u>Page</u>
	Disqualifications	13
	Transfers Outside Bargaining Unit	13
ARTICLE VII	HOLIDAYS	14
	Recognized Holidays	14
	Pay For Holidays Worked	14
	Pay For Holidays Not Worked	14
	Holidays Considered As Time Worked	15
ARTICLE VIII	VACATIONS	15
	Vacation Eligibility	15
	Vacation Pay For Inactive Employees	16
	Vacation Pay For Terminated Employees	16
	Scheduling Of Vacation Period	16
	Pay In Lieu Of Vacation	17
	Holiday Pay During Vacations	17
	Rehired Employees	17
ARTICLE IX	TIME OFF FROM WORK	17
	Jury Duty And Crown Witness	17
	Bereavement Pay	17
	Leave Of Absence	18
	Leave Of Absence - Full Time Union Position	18
	Leave Of Absence - Elected to Public Office	18
	Maternity Leave	19
ARTICLE X	HEALTH AND WELFARE	19
	Group Insurance	19
	Pension	19
	Injury On The Job	19
ARTICLE XI	GENERAL PROVISIONS	19
	Non-Discrimination	19
	Supervisors Working	20
	Subcontracting - Contracting Out	20
	Safety	20
	Bulletin Board	20
	Negotiating Committee	20
	Union Stewards	20
	Reporting Requirements - Absences And/Or Lateness	21
ARTICLE XII	NO STRIKES OR LOCKOUTS	21
	No Strikes Or Lockouts	21
ARTICLE XIII	SCOPE AND TERM OF AGREEMENT	21
	Term Of Agreement	21
	Separability	21
	Complete Agreement	22

THIS AGREEMENT, made and entered into this 9th day of February, 1999, by and between ADM MILLING CO., Port Colborne, Ontario, hereinafter referred to as the "Company" and the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION. AFL-CIO-CLC, Local Union 452P, hereinafter called the "Union."

PREAMBLE

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

ARTICLE I RECOGNITION

Section 1.01 Recognition

The Company **recognizes** the Union as the sole and exclusive bargaining agent for its production, maintenance, laboratory and boat crew employees employed at its flour mill located at South King Street, West Pier, Port Colborne, Ontario, except supervisors and persons above the rank of supervisor, salesman, office and clerical staff, technical employees, and all other employees.

Section 1.02 Union Membership

The Company agrees that all hourly paid employees shall become and remain members in good standing with the Union. Upon commencing employment, the employer shall require all employees to complete a membership application form and remit same to the Union with regular dues plus the established initiation fee.

Section 1.03 Checkoff

A-The Company will deduct the monthly Union membership dues from the employee's wages on the first full pay period of each month. Deductions will be made within the framework of the Company's dues deduction program. The dues shall be a single, uniform fixed amount for each employee group. Such deductions must be specified to the Company in writing by the Union. The amount of dues paid by each employee will be included on the T-4 document. Uniform special assessments will also be deducted from the employee's pay upon proper notification from the Union. Such deductions will be promptly remitted to the Union. Temporary employees are required to pay Union dues.

B -The Union shall defend, indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, actions taken or not taken by the Company for the purpose of complying with the checkoff provisions of this Agreement.

ARTICLE II

MANAGEMENT RIGHTS

Section 2.01

Management Rights

A - The Company retains any and all management rights not expressly limited by the specific terms of this collective Agreement. Among these rights, but not intended as a wholly inclusive list, shall be the right to manage the plant and direct the workforce; to plan, direct and control plant operations; to determine the means, methods, processes and schedules of production; to determine the products to be manufactured or processed, and the plant or facility at which they are to be manufactured or processed; to determine the location of its plants/grain terminals and the continuance of its operating departments; to transfer work temporarily or permanently between plants; to temporarily or permanently close the plant or any portion thereof during the term of the collective Agreement; to promote, demote or transfer employees from one job to another; to decide on "make" or "buy" decisions; to determine the number of personnel needed; to determine schedules, shift assignments, and hours of work including overtime; to determine the number of shifts; to demote, discipline, suspend or discharge employees for just cause; to maintain order; to hire, rehire, or recall employees; to lay off or relieve employees from duty because of lack of work or any other legitimate reason; to make and enforce reasonable plant rules and regulations; to make and enforce safety rules; to assign employees to work and designate the duties of the employees; to change, modify, eliminate or reassign job duties; to set the wage rates for newly created jobs; to contract work out or in, **including** but not limited to maintenance and construction work, cleanup and boat unloading operations, or to have such work performed by other Company personnel; to use contract labourers; and to make any decisions or changes which in the opinion of management, the efficient operation of the plant requires.

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

ARTICLE III

GRIEVANCE & ARBITRATION PROCEDURE

Section 3.01

Grievance Procedure

The parties to this Agreement shall attempt to resolve grievances as quickly as possible. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than 7 full calendar days before the filing of the grievance or 7 days from the date the **grievant** became aware of the alleged violation. An employee or the Union shall discuss problems orally with the supervisor in an attempt to seek a solution prior to the commencement of the formal grievance procedure. A grievance may be filed by an employee(s) or the Union. Formal grievances will be processed promptly using the following procedure:

Step 1 (In Writing)

Between the aggrieved employee, the Union Steward and the Department Supervisor. The Company will give its answer within 7 calendar days.

Step

Between the aggrieved employee, the Union Steward, the Department Supervisor or his representative. The Company will provide an answer in writing to the Union within 7 calendar days.

Step

Between the President, Chief Steward and Steward, and the Department Supervisor, the Plant Manager or a representative of the President of the Company. A Union Staff Representative may also be present. The Company representative will give the Union the Company's written decision within **30** calendar days following the Step 3 meeting.

Section Note: Time limits cannot be waived unless by mutual agreement between the Company and the Union.

Section 3.02

Arbitration Procedure

A - If the grievance procedure has been complied with and either party desires to arbitrate a grievance relating to the interpretation, application, administration or alleged violation of the provisions of the Agreement, the procedure outlined below shall be followed.

B - The parties shall select an arbitrator by exchanging lists reflecting the names of five **(5)** arbitrators. The individual whose name first appears on both lists shall be accepted by the parties as the arbitrator. If the parties do not succeed in selecting an arbitrator on the first exchange of lists, this procedure will be repeated. If after a **second** exchange of lists the parties do not succeed in selecting an arbitrator, the appointment shall be made by the Minister of Labour at the request of either party.

C - The arbitrator selected shall set a mutually convenient date and place for the hearing and hear both sides of the dispute before rendering a decision.

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

E - Each party shall pay its **own** expenses incurred in arbitration, including the expense of its witnesses and representatives. All other expense of arbitration, including fees and expenses of the arbitrator, shall be borne equally by the Company and the Union.

Section 3.03

Union Notice Of Written Discipline

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

Section 3.04

Union Steward - Disciplinary Meetings

A Union Steward or a Union Executive member, provided one is available on Company property, shall be present at meetings between management and bargaining unit employees or when disciplinary measures are to be presented by management to such employees. If a Union Steward or Union Executive member is not available, a union employee will be asked to attend the meeting.

ARTICLE IV

JOB CLASSIFICATIONS AND RATES OF PAY

Section 4.01

Job Classifications And Rates Of Pay

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

<u>Job Classifications</u>	Hourly Rates Effective Date of <u>Ratification</u>	<u>1-30-99</u>
Operator 1	\$18.50	\$18.69
Operator 2	17.68	17.86
Utility	16.83	17.00
Maintenance	19.84	20.04
Training Grade	18.89	19.08

NOTES APPLICABLE TO JOB CLASSIFICATIONS

1. Employees in any job classification will perform any jobs or duties to which they may be assigned. Each "job classification" may include a wide variety of different jobs, tasks and duties, some of which may cross job classification lines. Maintenance, housekeeping and lubrication duties may be required of any employee. Employees who either perform maintenance duties or assist in performing maintenance duties will be paid at the rate of their own regular job **classification**. There is no contractual obligation for establishing light duty job **classifications**.
2. There are no minimum crew or job manning requirements. The Company has the sole right to determine the number of employees in any job classification as well as the right to determine crew size in the plant or any portion thereof, provided there is no violation of any appropriate government legislation. Classified jobs may be filled, vacated or permanently discontinued at the Company's discretion.
3. If employees within the bargaining unit do not possess the necessary skills to fill a vacancy, the Company may fill such vacancy by hiring from outside.
4. Non-employee, contract labour may be used to supplement the Company's workforce. Such contract labourers will not be used if any employee is in a layoff status unless such laid off employee either cannot be immediately contacted, or if contacted, the employee rejects the opportunity to perform the available work.

5. Lab employees may be required to have a minimum education level as determined by the Company. This may include a requirement for post secondary education in **courses** related to Quality Assurance and/or related experience.

Section 4.02 Shift Differentials

2nd or 3rd Shifts - A shift differential is paid in addition to an employee's regular straight time hourly rate if he is scheduled and working on either the **2nd** or **3rd shift**. The **2nd shift** differential is **70¢** per hour. The **3rd** shift differential is **\$1.00** per hour. The **4th** shift or swing **shift** differential is **\$1.00** per hour.

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

Note 2: Shift differentials are not added to an employee's base rate for purposes of computing overtime, or for any unworked hours for which the employee is paid such as holidays, jury duty and funeral leave.

Section 4.03 Rates Of Pay - Temporary Transfers

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

B - If an employee is temporarily transferred by the Company to a higher-rated job classification, he will receive the higher rate of pay. However, it does not apply to employees who may relieve for breaks or who may be supplementing the workforce performing various tasks or jobs performed by employees in other job classifications.

Section 4.04 Rates Of Pay - Permanent Transfers

An employee who is permanently transferred to a lower-rated job classification will receive the lower rate at the time he begins work in the lower-rated job. If he is permanently transferred to a higher-rated job classification, he will receive the rate of the higher-rated job after he has completed his training and trial period and can satisfactorily perform the duties of the job with no more supervision than is required by other employees on the same job.

Section 4.05

Rates of Pay – Supervisor Relief

An employee who agrees to work as a supervisor relief will receive **75¢** per hour above the highest rate of the employees working on the shift for which he is responsible.

Section 4.06

Temporary Employees

Temporary employees may be hired as **determined** by the Company to supplement the workforce. Such employees will not be entitled to benefits under this collective Agreement nor will the provisions of this collective Agreement apply to them. Such temporary employees will not accrue seniority as a result of such **temporary** employment. Temporary employees are not considered probationary employees even if the temporary assignment exceeds the probationary period. Individual temporary assignments will not exceed **160** work days per contract year.

Note 1: Regular employees who are on layoff will be offered the temporary **assignment** before temporary employees are assigned the temporary work. Regular employees who accept the temporary assignment will be paid the rate of the job they are performing. If the temporary assignment is for a minimum of **10** work days, the regular employee who is on layoff must accept the assignment or lose his seniority in accordance.

Note 2: Temporary employees will be paid **\$12.00** per hour for all hours worked regardless of the job they are performing.

Section 4.07

Creation Of New Job Classifications

If a new job classification is created, the Company will establish a rate for such classification and, if requested by the Union, shall **after** no more than **120** working days of job experience, negotiate with the Union for a permanent rate for such classification. Such negotiated rate will be retroactive to the date that the job was established. If the negotiation of such rate reaches an impasse, there shall be no arbitration of such wage rate and the parties shall continue to **honor** the provisions of Article XII - No Strikes Or Lockouts. In the event of such impasse, the rate negotiation will be deferred to the next regular negotiation of the collective Agreement, and the provision of retroactivity shall be as provided in this Section.

Section 4.08

Severance Procedure

In the event that a permanent reduction in force results in the reduction in the number of full-time employees, the Company and Union will meet to negotiate the severance payments for the affected employees.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.01

Intent And No Pyramiding

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

Section 5.02

Workday And Workweek

The workday is a **24-hour** period running from 6 AM one day to 6 AM the following day. The workweek begins at 6 AM Monday and ends at 6 AM the following Monday. The normal workweek contains 5 consecutive workdays scheduled Monday through Sunday. The workday and workweek may be different for some individuals, departments or **shifts** in the interest of efficient or less costly plant operations.

Note: Employees scheduled rest days will be consecutive; and, in the case of a **5**-day work schedule, one of the rest days will include Saturday or Sunday.

Section 5.03

Starting Times, Shifts And Schedules

A -The Company may vary schedules, starting times and quitting times for different areas or operations of the plant or for individual employees. In general, when overtime is not required, employees may be scheduled, at the Company's option, on either an 8 1/2 hour shift including a 1/2 hour unpaid meal period, or on an b-hour **shift** with a paid meal period **on-the-run**.

B - The Company may vary or change the number of hours scheduled, the number of shifts scheduled, the manpower requirements of the various shifts and the scheduling of workdays and hours for business reasons or efficient plant operations. This includes determination as to whether operations are scheduled in a continuous or non-continuous manner. Any area of the plant or portion of the employees may be scheduled in more than one way.

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

Section 5.04

Daily And Weekly Overtime Pay

All time worked by an employee over 8 straight time hours in any one day (on an **8-hour shift**) or over **40** straight time hours in any one workweek will be paid for at the rate of 1 **1/2** times.

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

Section 5.05

Call-In Pay Premium

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

Section 5.06

2nd Scheduled Day Off Premium

An employee shall be paid 2 times his regular rate of pay for work performed on his **2nd** scheduled day off, provided he has actually worked **40** straight time hours in the workweek.

Note: The **2nd** scheduled day off principle of double **time** pay shall apply to: **(1)** the **1st** scheduled day off for those employees on a **6-day** schedule, and **(2)** the **7th** day of the workweek for those employees on a **7-day** emergency schedule, and **(3)** the **7th** day of the workweek for those employees scheduled less than 5 days.

Section 5.07

Distribution Of Overtime

Daily and weekly overtime will be filled by active, qualified employees who are either bid, assigned or temporarily transferred and working in the job where the overtime occurs. Such employees will be assigned to daily and weekly overtime on the basis of the man-on-the-job concept. If this applies to more than one man-on-the-job, then the man-on-the-job in the classification where the overtime occurs who has the most plant seniority will have **first** opportunity to work the overtime. The Company will attempt to **equalize** overtime assignments. If active employees in the job **classification** are not available, the Company may, subject to qualifications, then offer the overtime to the other regular department employees according to their plant seniority. If the overtime is still not filled, the Company may offer the overtime to either (1) any employee, or **(2)** anyone outside of the bargaining unit.

Note 1: The term man-on-the-job means the employee who is actually performing a specific job (within a job classification) on the off-going shift.

Note 2: An employee whose job is in operation may not **turn down** overtime in his own job in order to work overtime in another job.

Note 3: If overtime (including call-ins) is **mis-assigned**, an employee so affected shall have the opportunity to make up such missed overtime as **soon** as is practical within a **30** calendar day period at any time mutually agreeable between the Company and the employee.

Section 5.08 Job Coverage

A - **In** case an employee does not report for work, the employee waiting to be relieved will remain on the job and, if necessary, an attempt will be made to supply a replacement as soon as possible within 4 hours **after** the end of the shift. With respect to relieving a group of employees in the same job classification, the principle followed is that the junior, available, qualified employee(s) must remain on the job until the crew is properly relieved.

B - Employees must stay until released when assigned to jobs which are necessary to complete from an emergency breakdown standpoint. Maintenance employees agree to accept emergency call-in or cell-back work on a regular basis.

ARTICLE VI SENIORITY AND FILLING VACANCIES

Section 6.01 Seniority

A - Seniority shall be considered as plant seniority and shall be defined as the duration of a regular employee's continuous service for the Company within the bargaining unit as described in Section **1.01 - Recognition**, from his last hiring date. The seniority date of the employee will be determined according to Section **6.03 - Probationary Employees**.

B - Seniority of employees hired at the same date will be determined by alphabetic order of family name.

Section Note: An up-to-date seniority list will be posted every 3 months and a copy will be given to the Union.

Section 6.02 Consideration Of Qualifications

The application of the seniority provisions of this Agreement must be governed by considerations of whether the employee is qualified to perform the job required. If the employee is not so qualified, the applicable seniority provision will not apply.

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

Section 6.03 **Probationary Employees**

All new employees will be hired as probationary employees for the **first 120** calendar days of employment after which the employee shall be placed on the seniority list dating back to his date of hire. A probationary employee shall not have seniority rights and the discharge of such employee will not be subject to the grievance and arbitration procedure of this Agreement.

Section 6.04 **Filling Permanent Vacancies** (Except Maintenance and Job Classifications in the Line of Progression)

When new jobs are created or the Company determines it necessary to **fill** a permanent vacancy, such job will be filled by plant seniority provided that, in the opinion of management, such employee is capable of learning and performing the job in a safe, efficient and productive manner.

Note 1: If after posting in the plant, management determines that no suitable employee is available in the bargaining unit, then employees may be hired from outside the bargaining unit.

Note 2: An employee who returns from an absence of up to **60** days because of vacation, leave of absence, funeral leave, jury duty, or occupational or non-occupational illness or injury may make application retroactively for any permanent vacancies posted during his absence, provided that he does so within 2 working days following his return to work. The Company will attempt to contact an absent employee to determine if he/she wishes to bid on a permanent vacancy, and he/she must respond to such inquiry within **48** hours or forfeit his right to such bid.

Note 3: For entry into Maintenance, see Section **6.05** - Filling Permanent **Vacancies** (Maintenance).

Section 6.05 **Filling Permanent Vacancies** (Maintenance)

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

1. Results from a Company-designated test battery to measure maintenance aptitude, interest and other skills and characteristics specific to maintenance.
2. Physically able to perform all types of plant maintenance work.
3. Willing and able to perform high work

4. Willing and able to continually work overtime and emergency call-in or call-back work subject to applicable law.
5. Willing and able to take formal trade school **courses** as selected by management and to take such courses on a **continuing** basis during the training period.
6. Must have shown good job proficiency, had a good attendance record, and have been a productive employee in previous jobs performed in the plant.

B - An employee in training must advance through the training grade and into the Maintenance classification or be disqualified. Time spent in the training grade and the hourly rate will be as follows:

Training Grade -- 1 to 12 months **\$18.89** per hour

C - An employee with obvious skills may be advanced at a faster rate. Advancement through the training grade will be based on management's judgment of the employee's skills and job performance. An employee who is not progressing satisfactorily to the Maintenance classification may be kept in training for longer than the above-listed time, or he may be disqualified. An employee who is disqualified will return to his previous job classification if held by a less senior employee.

D - An employee in training may be required to take formal trade school courses applicable to the plant work. Such courses must be approved by management prior to **enrollment**. The Company will pay for tuition, books and supplies, but not for time spent at such course.

E - The training program shall not restrict the Company from **hiring** qualified employees from outside.

Section Note: The Company will post a notice in the plant when a Maintenance vacancy is to be filled through the testing program. An employee may indicate his interest by signing the notice. The Company may test all or any portion of those desiring to be tested. After posting in the plant, the Company may test employees from the outside.

Section 6.06 **Entry and Line of Progression - Operator II & Operator I Job Classifications**

A - The following job classifications are included in the Line of Progression from the Operator II job classification to the Operator I job classification:

Milling Department Line of Progression

1. Operator I
2. Operator II

B - **Entry** - Entry into the Operator II job classification will be either by assignment of the most capable employee, provided the employee is agreeable to **such** assignment or by hiring from outside. An employee will not be assigned to the Operator II

unless, he has the capability to advance to the Operator I job classification within the Line of Progression. The Company may employ testing procedures to determine which employees are the most capable of progressing through the jobs in the Line of Progression. In addition, such factors as the employee's proficiency, productivity and attendance in previous jobs performed in the plant will be considered by the Company in selecting the employee to be transferred. If the Company determines that 2 or more employees are equally capable, the senior employee will be awarded the job.

C - **Progression** - An employee in the Operator II Line of Progression job classification must accept promotion to the Operator I job classification. Permanent vacancies in the Operator I classification will be filled by the employee in the Operator II classification who has been in that lower classification the longest consecutive period of time, provided he is qualified to perform the job. If the Company chooses to fill a temporary vacancy by progression, any qualified employee in the Operator II job classification may be selected to be temporarily transferred. An employee who refuses to progress or who is disqualified from the Line of Progression will be assigned a job in the Utility classification, provided his seniority is **sufficient**.

Section Note: The Company will post a notice in the plant when a permanent vacancy in the Operator II, Milling Department is to be filled. An employee may indicate his interest by signing the notice. The signing of this interest notice does not restrict the Company from filling this vacancy by hiring from the outside. The Company will post a notice indicating who was awarded the position.

Section 6.07 Filling Temporary Vacancies

To provide for flexible and efficient operations, temporary vacancies which the Company determines are necessary to fill may be filled with any employee.

Section 6.08 Layoffs And Recalls

A - In case of layoff, the employee subject to layoff may exercise his **seniority** rights throughout the plant provided that in each case he bumps an employee with less seniority and can **fulfill** the normal requirements of the occupation without further training.

B - Laid off employees will be recalled to the plant in the order of their plant seniority, provided that those called back have the skill and qualifications to perform the functions necessary to the efficient and safe operation of the plant.

Section Note: Mill Operator 1 employees and employees in the Maintenance Department and Laboratory may not be bumped and may be retained or recalled out of seniority order to work in their classification. An employee with **sufficient** seniority to remain in the **workforce**, will remain on his regular job, if it is operating. The provisions of this Note shall not be interpreted to restrict in any way the provision of Section 4.01- Notes applicable to Job Classifications.

Section 6.09

Loss Of Seniority

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

1. Voluntarily quits his employment or retires.
2. Is discharged and is not reinstated pursuant to the provisions of Article III - Grievance and Arbitration Procedure.
3. Is laid off and fails to notify the Company within **48** hours after being notified to return to work by registered mail forwarded by the Company to his last listed address on the records of the Company that he will return within 7 calendar days or, having given notice, fails to report for work within 7 calendar days. It shall be the duty of the employees to notify the Company promptly in writing of any change in address or telephone number. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee and any notice sent by the Company by registered mail to the last address which appears on the Company's personnel records shall be deemed to have been received by the employee on the **5th** working day after the day it was mailed. A copy of the recall letter will be given to the Union President.
4. Has been on layoff or off work for any other reason for a period of **18** consecutive months for employees on the seniority list as of January **1, 1999**. Employees hired after January 1, **1999**, loss of seniority will occur after **12** consecutive months. This provision shall not apply to leaves of absence for full-time Union positions or employees off work because of **LTD** or **WSIB**.
5. Fails to return to work promptly after the expiration of any leave of absence granted to him without furnishing a reason satisfactory to the Company.
6. Either falsifies the reason for a leave of absence, or fails to abide by the terms of the leave, or works at other employment during the leave.
7. Is absent from work for 3 consecutive days without good cause or fails to notify the Company of his absence.

Section 6.10

Transfers Outside Bargaining Unit

An employee who agrees to be transferred by the Company to a position outside of the bargaining unit shall accumulate seniority during such period of employment outside the bargaining unit if the assignment is for a period of 1 year or less. An employee transferring back to the bargaining unit will be transferred to the Utility job classification.

Section 6.11

Disqualifications

If an employee, who has satisfactorily completed his trial period. is unable at a later date to perform the specific tasks of the job he holds, he will be transferred to

the entry level job classification, provided he has sufficient plant seniority and is qualified to perform the job. In the case of a disqualification from an entry-level classification, such disqualification may result in **termination**.

Note: An employee may not voluntarily give up his job or disqualify himself.

ARTICLE VII

HOLIDAYS

Section 7.01

Recognized Holidays

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

New Year's Day	Thanksgiving Day
Good Friday	December 24
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Day Before New Year's Day
Labour Day	Personal Holiday

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

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

Note 3: Probationary employees are not eligible for pay or time off under this Section.

Section 7.02

Pay For Holidays Worked

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

Section 7.03

Pay For Holidays Not Worked

A - An employee who is not required to work on a **recognized** holiday **will** be paid holiday pay for that holiday equivalent to 6 hours at his regular straight-time hourly rate provided he meets all of the following requirements:

1. He has earned wages for **120** worked hours during the **30** calendar days immediately preceding the **recognized** holiday.

2. Such employees who were unable to work **120** hours during the **30** calendar days immediately preceding the holiday will receive **1/20** of the wages he has earned during the **30** calendar days immediately preceding the holiday.

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

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

C - For the purposes of satisfying the **120** worked hours requirement, the following unworked hours shall count as straight-time hours of work: **(1)** a paid absence resulting from either bereavement leave, jury duty or vacation time off, or **(2)** 8 hours per day for union committee members who miss work as a result of attending contract negotiation meetings with the Company or other union business approved by the Company.

Section 7.04 Holidays Considered As Time Worked

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

ARTICLE VIII VACATIONS

Section 8.01 Vacation Eligibility

A - Employees will receive vacations in accordance with the following schedule, based on years of continuous service during the current calendar year:

<u>Years of</u> <u>Continuous Service</u>	<u>Weeks of</u> <u>Vacation Time</u>	<u>Vacation Pay</u>
Less than 1 Year	1 day for each month of service up to a maximum of 10 days	4%
1 through 4 Years	2 Weeks	4%
5 through 9 Years	3 Weeks	6%
10 through 17 Years	4 Weeks	8%
18 through 25 Years	5 Weeks	10%
26 or More Years	6 Weeks	12%

~~Note 1A~~ Effective December 1, 1999, an employee may only receive pay in lieu of his **5th** or **6th** week of vacation. Vacation time off may not be taken for the **5th** or **6th** week.

~~Note 1B~~ Employees hired **after** March 1, 1997, will not be eligible for a **5th** or **6th** week of vacation.

B - Percentage is calculated on the basis of the previous vacation year earnings subject to the provisions of the Federal Canada Labour Code. Vacation pay shall be the greater of the percentage or **40** times the employee's regular straight-time hourly rate per week of vacation.

C - An employee shall be eligible for the additional week of vacation or vacation pay when he has worked past his **5th** or **10th** anniversary date of employment.

D - The amount of vacation time off will be reduced by **1/52** for each **40** straight-time hours of absence for any reason (except personal illness up to **30** days annually) during the previous calendar year. In the application of this provision, an employee with 1 to 4 years of continuous service will not have his vacation time reduced to less than 2 weeks. Employees with 5 or more continuous years of service will not have their vacation time **reduced** to less than 3 weeks.

E - Vacation pay will be paid at the time the employee takes his vacation provided the Company has 7 days of advanced notice.

Section 8.02 Vacation Pay For Inactive Employees

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

Section 8.03 Vacation Pay For Terminated Employees

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

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

Section 8.04 Scheduling Of Vacation Period

A - The **choice** of vacation time shall be given to an employee according to his seniority for employees who sign the vacation schedule between January 1 and March **31** subject to the operational requirements of the business. After March **31** vacations will be scheduled on a first-come, first-served basis, subject to the operational requirements of the business. Vacations of more than 3 weeks duration will not normally be scheduled consecutively.

B - Vacations may be taken in weekly increments of one or more weeks at a time. Vacations cannot be postponed and allowed to accumulate from year to year but must be taken each calendar year.

Section 8.05 Pay In Lieu Of Vacation

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

Section 8.06 Holiday Pay During Vacations

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

Section 8.07 Rehired Employees

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

ARTICLE IX TIME OFF FROM WORK

Section 9.01 Jury Duty And Crown Witness

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

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

C - The employee is required to report for work on days when he is on call for jury duty but not required to appear in court.

Section 9.02 Bereavement Pay

A - Should a death occur in the immediate family of an employee, he may request bereavement leave provided he attends the funeral. "Immediate family" shall mean spouse, son, daughter, brother, sister, mother, father, mother-in-law, father-in-law, grandchildren.

B - The employee shall be granted such time off with pay up to a maximum of 3 consecutive days to attend the funeral. This will not include pay for days on which the employee is not scheduled to work. One paid day will be the day of the funeral provided the **day** of the funeral is on the employee's scheduled day of work. Bereavement pay shall not exceed a maximum 8 straight time hours per day.

C - In the event of the death of an employee's grandparents, brother-in-law or sister-in-law, he will be granted time off with pay (up to 8 straight time hours) for purposes of attending the funeral on his scheduled day of work.

Section 9.03

Leave Of Absence

A written request for up to **30** days leave of absence without pay shall be considered (except for gainful employment elsewhere) by the Company. It is understood that any **leave** of absence is subject to reasonable notice being given to the Company. In the event such leave of absence is not used for the purpose granted, the employee may be subject to disciplinary action up to and including dismissal. It is further understood that leaves of absence will be **honored** on a first-come, first-served basis. Approval of leave of absence will be a unilateral decision of the Company. Within 7 days of receipt of an application for **leave** of absence, an employee will receive a written reply. If leave is denied, written reasons will be given for the denial.

Section 9.04

Leave Of Absence - Full Time Union Position

A - Upon request, the Company will grant an unpaid leave of absence to not more than two employees at any one time to serve in a full-time position with the National or Local Union. Such leave of absence shall **be requested** by the Union, in writing, and shall be for the duration of the collective Agreement, and may be extended upon request. In the event of return from such leave, the employee shall, if possible, return to the job from which he was granted leave. The Company shall not be required to pay the premium for the group benefits of any employee during any such leave of absence, nor any other payments required by this collective Agreement.

B -- Union **officials** will be excused, without pay, to attend to daily union business If such time off will not cause disruption to plant operations.

Section 9.05

Leave Of Absence - Elected To Public Office

A - An employee who is elected to Municipal Government, the **Provincial** Legislature, or the Parliament of Canada, shall be granted a leave of absence without pay and without loss of seniority for a period equivalent to the duration of the first term of office. The Company shall not be required to pay the premium for the group benefits of any employee during any such leave of absence, nor any other payments required by this collective Agreement.

B - The employee must give the Company at least one months notice of his desire to return to work at the completion of said leave of absence. Subject to the **employee's** length of service and **his** ability to satisfactorily perform the required work, the Company will place the employee on the job he held immediately prior to said leave of

absence or place the employee on a job at an equal rate of pay, provided such work is available.

→ 13/01/01

Section 9.06 Maternity Leave

A - Maternity leave of absence without pay and without loss of seniority shall be granted and administered in accordance with the provisions of the Canada Labour Code, Written application to be submitted **30** days before leave scheduled to begin.

B - The employee returning to work after a maternity leave shall provide the Company with at least 2 weeks' notice.

ARTICLE X HEALTH AND WELFARE

Section 10.01 Group Insurance

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

Section 10.02 Pension

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

Section 10.03 Injury On The Job

An employee injured on the job will be sent for first aid and treatment. If further treatment is required, the employee will go to a doctor or hospital of his choice. If the employee is sent home or to a hospital by the doctor administering first aid, he will be paid for the balance of the shift on which the injury occurred.

ARTICLE XI GENERAL PROVISIONS

Section 11.01 Non-Discrimination

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

Section 11.02 **Supervisors Working**

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

Section 11.03 **Subcontractins - Contracting Out**

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

B - There shall be no restriction on the use of outside commercial carriers up to and including the contracting out of the entire boat unloading operations.

Section 11.04 **Safety**

A - The Company shall make provisions in accord with applicable Federal, Provincial or local regulations for the safety and health of its employees during the hours of employment. Safety rules and regulations issued by the Company shall be strictly adhered to, including the wearing or use of protective devices, wearing apparel, and other equipment required by the Company.

B - A health and safety committee comprising of 3 members appointed by the Union and 2 by management will meet in accordance with the regulations set out in the Canada Labour Code, or more often if deemed necessary, to review all matters pertaining to the Code and/or procedures and policies of the Company, and make recommendations to the Company.

Section 11.05 **Bulletin Board**

The Company shall furnish 5 bulletin boards to be placed in a **conspicuous** place within the plant for the use of the Union for posting official Union notices.

Section 11.06 **Negotiating Committee**

The Negotiating Committee for the Union shall consist of not more than 3 members of the Union. The Committee members will be excused without pay to perform their union duties.

Section 11.07 **Union Stewards**

The names of the Union Stewards shall be given to the Company in writing. A Union Steward shall be entitled to leave his work during working hours in order to carry out his functions under the Agreement for the investigations and processing of grievances and attendance at meetings with management. Permission to leave work during



working hours for such purposes shall first be obtained from the supervisor, but such permission shall not be unreasonably withheld.

Section 11.08 Reporting Requirements - Absences And/Or Lateness

In the event an employee is unable to report for work as scheduled, he shall be required to notify the Company of this fact by phone or some other reasonable method prior to the **start** of his shift. This notification must also include the employee's reason(s) for his failure to report as well as stating the time of his anticipated return. It is also understood that this reporting requirement does not eliminate the additional responsibility on the part of the employee to further prove the legitimacy and need for any such absence or lateness.

ARTICLE XII NO STRIKES OR LOCKOUTS

Section 12.01 No Strikes Or Lockouts

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

ARTICLE XIII SCOPE AND TERM OF AGREEMENT

Section 13.01 Term Of Agreement

This Agreement shall remain in full force and effect from 7 AM, November **30, 1997**, to 7 AM, November **30, 2000**.

Section 13.02 Separability

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

Section 13.03

Complete Agreement

This collective Agreement, including a Letter of Understanding dated February 15, 1999, represents the complete agreement between the parties and shall supersede and replace all prior agreements and understandings, oral or written, expressed or implied, between the parties hereto and shall constitute the entire agreement between the parties. Past practices, procedures and understandings may be changed or eliminated by management unless specifically prohibited by the provisions of this Agreement. This Agreement may be amended in any of its provisions by mutual agreement of both parties. If agreements are made **after** the effective date of this Agreement, they must be in writing.

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

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION
AFL-CIO, **CLC**, Local Union **452P**

ADM MILLING CO.

/s/ Dennis Roy

/s/ Bob Dussault
Plant Manager

/s/ R. Vink

/s/ W. F. Sprague
Employee Relations Department

/s/ L. Caron

/s/ Martin Reed
ADM Vice President – Employee Relations

/s/ Shawn Haggerty

PORT COLBORNE - BOAT CREW SUPPLEMENT

The seniority of employees assigned to the Boat Unloading Crew is considered separate from other employees in the Port Colborne flour mill. There is no interchange of employees between those seniority groups and for the purposes of layoff, recall or job postings.

The following provisions apply as modified below:

1. In lieu of Article I - Union Security. The Company will deduct Union dues in the amount fixed by the Union from time to time in accordance with its Constitution and By-laws and certified in writing to the Company by an **authorized** officer of the Union. All such sums deducted together with a record of those from whom deductions were made will be forwarded to the financial secretary of the Union.
2. In lieu of Article VI - Seniority. It is agreed that seniority shall be granted to an employee in the boat crew if he only works on seventy-five percent (**75%**) of the total number of grain boats unloaded in any one (**1**) calendar year. Failure to work **75%** of boats will result in the employee being removed from the seniority list. Such seniority shall not be plant seniority.
3. In lieu of Article X - Health and Welfare. The Company agrees to pay the monthly premium for **OHIP**, Prescription Drug Insurance Plan and **Major** Medical Insurance Plan for an employee who has attained boat crew seniority as **outlined** in At-tide VI **Seniority** in any month that such employee works as a member of the boat crew.

It is agreed that the following provisions shall apply to the boat crew employees and do not apply to any other employees:

Scheduling

Unloading operators shall begin as quickly as possible upon arrival of the boat.

Overtime

Employees shall be paid 1 **1/2** times their regular straight time rate for hours worked in excess of 8 hours in a day and for hours worked on Saturday. Employees shall be paid 2 times their regular straight-time rate for hours worked on Sunday.

Vacation Pay

Employees shall be allowed **4%** of their annual earnings as vacation pay.

Representation

Boat crew employees shall be allowed 1 steward.

Job Classifications and Rates of Pay

<u>Job Classifications</u>	Hourly Rates Effective Date of <u>Ratification</u>	<u>1-30-99</u>
Deck Boss	\$17.33	\$17.50
Boat Crew	17.27	17.44
New Hire'	12.00	12.12

***Note:** New hire rates will increase **50¢** per year per year of service for employees with seniority until it equals the Boat Crew job rate.

NOTES APPLICABLE TO JOB CLASSIFICATIONS

1. Employees in any job classification will perform any jobs or duties to which they may be assigned. Each "job **classification**" may include a wide variety of different jobs, tasks and duties, some of which may cross job classification lines. Maintenance, housekeeping and **lubrication** duties may be required of any employee. Employees who either perform maintenance duties or assist in performing maintenance duties will be paid at the rate of their own regular job classification. The Company shall have no obligation under this collective Agreement to establish a light duty job or classification.
2. There are no minimum crew or job manning requirements, The Company has the sole right to determine the number of employees in any job classification as well as the right to determine crew size in the plant or any portion thereof, provided there is no violation of the Canada Labour Code. Classified jobs may be filled, vacated or permanently discontinued at the Company's discretion.
3. If employees within the bargaining unit do not possess the necessary skills to fill a vacancy, the Company may fill such vacancy by hiring from outside.
4. Temporary Employees shall not be entitled to Company Benefit Plans, Seniority, Recall Rights, or any other provisions of this Agreement. Should a Temporary Employee join the permanent workforce, consecutive periods of employment will be taken into account and applied towards the completion of the probationary period.

The following **Articles** contained in the collective Agreement dated November **30, 1997**, do not apply to employees assigned to the boat crew:

Article IV	shin Bonus
Article VII	Holidays
Article VIII	Vacations
Article IX	Leave of Absence (except those legally required)
Article V	Hours of Work and Overtime
Article IV	Job Classifications and Rates of Pay

LETTER OF UNDERSTANDING

Effective February 15, 1999

Between

ADM MILLING CO., for its Port Colborne, Ontario flour mill and the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO, **CLC**, Local Union **452P**.

The parties agree to the following:

1. RED CIRCLE RATES

An **employee** listed below will receive a Red **Circle** rate for his job classification rate as follows:

<u>Name</u>	<u>Job Classification</u>	Red <u>Circle</u> <u>Rate</u>	Classification <u>Title</u>	Classification <u>Rate</u>
Steve Kudeba	Leadman	\$19.08	Operator 1	\$18.50
Douglas Garbutt	Sr. Lab Tech	18.89	Operator 1	18.50
David Dayboll	Lab Tech -- Flour	18.60	Operator 1	18.50
Robert Saudelli	Lab Tech -- Flour	18.60	Operator 1	18.50
Alex Mitchell	Lab Tech -- Flour	18.60	Operator 1	18.50
Dale Doan	Mill Operator (after 1 year)	18.77	Operator 1	18.50
Jim Bennett	Mill Operator (after 1 year)	18.77	Operator 1	18.50
Michael Gauthier	Mill Operator (after 1 year)	18.77	Operator 1	18.50
Roy Etling	Mill Operator (after 1 year)	18.77	Operator 1	18.50
Barry Lasovich	Mill Operator (after 1 year)	18.77	Operator 1	18.50
Dennis Roy	Mill Operator (after 1 year)	18.77	Operator 1	18.50
Peter Thompson	Mill Operator (after 1 year)	18.77	Operator 1	18.50
Morgan Roesch	Mill Operator (after 1 year)	18.77	Operator 1	18.50
Ronald Buchholz	Mill Operator (after 1 year)	18.77	Operator 1	18.50
David Galandy	Control Room Operator	19.64	Operator 1	18.50
Robert Mclvor	Control Room Operator	19.64	Operator 1	18.50
Gerhard Buchholz	Warehouse Leadman	17.79	Operator 2	17.68
Marcel Poulin	Warehouse Leadman	17.79	Operator 2	17.68
Mike Ebejer	Warehouse Leadman	17.79	Operator 2	17.68
Donald Hines	Warehouse Leadman	17.79	Operator 2	17.68
Chris Madere	Warehouse Leadman	17.79	Operator 2	17.68
James Neville	Warehouse Leadman	17.79	Operator 2	17.68
Richard Valliere	Warehouse Leadman	17.79	Operator 2	17.68
Ted Thompson	Warehouse Leadman	17.79	Operator 2	17.68
Johannes Bliek	Warehouse Leadman	17.79	Operator 2	17.68

<u>Name</u>	<u>Job Classification</u>	<u>Red Circle Rate</u>	<u>Classification Title</u>	<u>Classificat Rate</u>
William Schneider	Warehouse Leadman	\$17.79	Operator 2	\$17.68
Leo Caron	Warehouse Leadman	17.79	Operator 2	17.68
Paul Dobbin	Warehouse Leadman	17.79	Operator 2	17.68
Barry Niece	Maintenance Leadman	20.94	Maintenance	19.84

Each employee will continue to receive the Red Circle rate until such time as any of the following occur:

1. The employee permanently bids or is permanently transferred to any other classified job, or
2. The employee is **disqualified** from the protected classification.
3. The protected classified job is permanently discontinued, or
4. The rate of the classified job equals or exceeds the Red Circle rate.

2. TOOL REPLACEMENT

Maintenance employees, who are required to provide their own tools on the job, will have broken, lost, stolen or **worn** out tools replaced by the Company. The Maintenance Supervisor will approve all tool replacements. Maintenance employees are required to provide an up-to-date tool inventory to the Company.

3. SAFETY SHOES

Upon proof of purchase, the Company will reimburse employees with seniority a maximum of **\$130** towards the cost of safety shoes for the Collective Agreement period February 15, 1999 to November 30, 2000.

4. WORK CLOTHING

Employees with seniority will be provided uniforms and laundry service. Employees will be responsible to wear dean uniforms on the job.

5. LICENSE RENEWAL

The Company will reimburse employees for renewal of their Journeyman licenses for trades and skills required for the job.

6. REST PERIODS

Employees will be provided with two 10-minute rest periods during their shift. One will be scheduled by the Company during the first half of the shift, and one will be scheduled in the second half.

7. REMEMBRANCE DAY

Remembrance Day will be observed in the contract period December 1, 1997 to November 30, 1999. For the period December 1, 1999 to November 30, 2000, a payment of \$150 will be granted to all eligible employees in lieu of Remembrance Day. This payment will be made at the time the employee receives payment for their first week of scheduled vacation in the year 2000.

8. WORK SCHEDULE

The weekly work schedule will be posted by 3 PM Thursday.

This Letter of Understanding agreed to this 9th day of February, 1999.

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION
AFL-CIO, CLC, Local Union 452P

ADM MILLING CO.

/s/ Dennis Roy

/s/ Bob Dussault
Plant Manager

/s/ R. Vink

/s/ W. F. Sprague
Employee Relations Department

/s/ L. Caron

/s/ Shawn Haggerty