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|-------------------|------|----|----|
| SOURCE            | Comp |    |    |
| EFF.              | 92   | 04 | 01 |
| TERM.             | 95   | 03 | 31 |
| No. OF EMPLOYEES  | 20   |    |    |
| NOMBRE D'EMPLOYÉS | 20   |    |    |

COLLECTIVE AGREEMENT

between

COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA

Local 53-0

(hereinafter called "the Union")

- and -

MASTERFEEDS

A DIVISION OF AGP, INC.

Baden Plant

(hereinafter called "the Company")

MAR 3 - 1994

00490 (06)

ARTICLE I - PURPOSE

1.01 The general purpose Of this Agreement is to maintain the harmonious relationship between the Company and its employees and to provide an amicable method of settling any differences or grievances which may arise from time to time hereunder, and to further provide means of operating the Baden Plant in a manner which will further in all possible ways, the welfare and safety of the employees and to cooperate in all matters to the mutual interest and advantage of the employees and the Company.

ARTICLE II - RECOGNITION AND COVERAGE

2.01 The Company agrees to recognize the Union as the sole and exclusive bargaining agent of all employees of Masterfeeds located at Baden, Ontario excluding foremen, those above the rank of foreman and office and sales staff.

2.02 (a) All employees who have obtained membership in the Union shall, as a condition of employment, maintain such membership and pay such initiation fees, regular Union dues or special assessments as are uniformly levied.

(b) All other current employees shall as a condition of employment pay equivalent amounts as to those required in (a) above.

(c) All employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, obtain and maintain membership in the Union.

2.03 Upon receipt of proper notification from the Union, the Company will deduct the amounts as stipulated in Section 2.02 above from each employee who has income equal to five (5) or more days' pay in any month. The Company further agrees to remit the amounts so deducted together with a statement reflecting the deductions from each employee monthly to the Union.

2.04 It is the intention of the Company to utilize the skills and experience of its employees. When required because of economic justification, skill requirements, necessary equipment or work not normally associated with the plant, the Company will engage outside services. In such cases, other than routine matters, the company will advise the Union and discuss the situation if requested to do so prior to instituting the change.

2.05 Persons outside the bargaining unit shall not perform or engage in bargaining unit functions except for :

(a) those specifically provided by this collective agreement,

(b) training employees,

- (c) emergencies or hazardous conditions, where immediate threat to the safety of individuals or destruction of equipment is apparent.
- (d) and in the performance of maintenance work by the Maintenance Foreman provided such does not result in the lay off of any employee classified as Maintenance Man.

ARTICLE III - NEGOTIATING COMMITTEE AND STEWARDS

- 3.01 The company acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than two (2) employees to deal with matters which properly arise from time to time in connection with the renewal or modification of the Agreement.
- 3.02 The Company acknowledges the right of the Union to appoint or otherwise select three (3) Union Stewards to deal with grievances of employees. It is understood that a Steward will not leave his assigned duties for the purpose of servicing grievances or other Union activity without first obtaining permission from his foreman and when resuming his regular duties, will report to his foreman. Such permission will not be unreasonably withheld.
- 3.03 The Union shall notify the Company in writing of the names of the stewards and the negotiating committee men designated to transact Union business with the Company.
- 3.04 The parties agree to the establishment of a Labour Management Committee comprised of two members from the company and two from the Union. The Company will provide a secretary. The Committee will meet every two months to discuss issues of mutual concern. Each party will submit a list of items they would like discussed at least one week prior to the meetings.

Minutes of the meetings will be prepared by the secretary, approved by the parties, and distributed to committee members. It is understood that L.M.C. meetings are not for the purpose of discussing grievances.

ARTICLE IV - RESERVATION OF MANAGEMENT FUNCTIONS

- 4.01 The Union acknowledges that it is the exclusive function of the Company to:
  - (a) maintain order, discipline and efficiency,
  - (b) hire, retire, discharge, classify, transfer, assign, direct, promote, demote, layoff and suspend or otherwise discipline employees for just cause, subject to the provisions of this Agreement and;

- (c) generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, the kinds and locations of equipment, machines and tools to be used, the products to be handled, processed or manufactured, the scheduling and method of production, the allocation and number of employees required by the Company from time to time.

4.02 All the functions, powers and authorities which the Company has not specifically abridged, delegated or modified by the Agreement will be recognized as being retained by the Company.

ARTICLE V - RELATIONSHIP

5.01 The Company agrees that there will be no discrimination, interference, restraint or coercion exercised against any employee because of his membership in or connection with the Union.

5.02 The Union agrees that there will be no Union activity on the premises of the Company during working hours, except as permitted by this Agreement or with the permission of the Company.

ARTICLE VI - HOURS OF WORK AND OVERTIME

6.01 (a) The standard work week shall be forty hours commencing from 00.01 hours on Sunday and the standard work day shall be eight hours.

(b) The normal hours of work shall be as posted. Work schedules for the week (if changed) will be posted by the preceding Thursday.

(i) Day Work (Monday through Friday)

7:00 a.m. to 3:30 p.m.

or

8:00 a.m. to 4:30 p.m.

1/2 hour unpaid lunch break starting between

11:30 a.m. and 12:30 p.m.

If lunch break does not begin by 12:30 PM they will be granted a 20 minute paid lunch break.

The above starting and quitting times may be changed by mutual agreement between the parties.

(ii) Shift Work (Two Shifts)

7:00 a.m. to 3:00 p.m.

\* 3:00 p.m. to 11:00 p.m.

20 minute paid lunch break.

(iii) Shift Work (Three Shifts)

7:00 a.m. to 3:00 p.m.

3:00 p.m. to 11:00 p.m.

11:00 p.m. to 7:00 a.m.

20 minute paid lunch break

(iv) Elevator - Starting time as required by seasonal needs.

- 6.02 (a) Authorized work performed in excess of the standard work week (40 hours) or standard work day (8 hours) will be paid at the rate of time and one-half (1-1/2) the employee's basic straight time rate or the rate of the job the employee is doing whichever is higher.
- (b) Authorized work performed on the employee's first scheduled day of rest will be paid at the rate of time and one-half the employee's basic straight time rate or the rate of the job the employee is doing whichever is higher.
- (c) Authorized work performed in excess of twelve hours in any twenty-four (24) hour period (unless it is as a result of a shift change with at least eight (8) hours of rest between the shifts) from the employees starting time (8 hours on the employee's first day of rest) and all hours on the employee's second day of rest will be

paid at the rate of double the employee's basic straight time rate or the rate of the job the employee is doing whichever is higher.

- 6.03 It is understood that overtime will be distributed as equally as is reasonable amongst those employees who are qualified to perform the work and who regularly perform the work involved. The Company shall approach such employees on a voluntary basis but in the event that sufficient volunteers are not available, the Company shall detail the qualified junior employees to perform the required overtime work. An employee who declines overtime will be charged with the number of hours of work that were offered to him for purposes of overtime distribution. A list showing overtime hours worked by the employee, the hours of overtime refused by the employee and the total hours of worked overtime and refused will be posted monthly. The distribution of overtime will be based on the total hours worked and refused.
- 6.04 An employee who is required to work a minimum of two hours' overtime outside of his regularly scheduled shift shall be paid a \$6.00 meal allowance. An additional \$6.00 meal allowance shall be paid for each additional four (4) hours of overtime.
- 6.05 The Company will schedule for each employee, a break period of ten minutes during the first half and a second break period of ten minutes during the second half of each regular shift. A ten minute break period will also be provided at the end of the shift before commencing overtime, if the overtime period to be worked is estimated to exceed one hour.
- 6.06 An employee who reports for work at the commencement of his assigned shift without previous notification not to do so, shall receive a minimum of four hours' work or four hours' pay at his regular straight time rate.
- 6.07 An employee called in to perform emergency work not continuous with his regular work period not previously scheduled by the Company, shall be paid a minimum of four hours' pay at the applicable overtime rate.

ARTICLE VII - PLANT HOLIDAYS

7.01 Employees with thirty days' service or more shall be paid for New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, a half-day for the day before Christmas Day, Christmas Day, Boxing Day, and a half-day for the day before New Year's Day for the standard number of hours which would have normally been worked by them, respectively at the employee's regular straight time rate of pay. An employee shall not be disqualified from receiving holiday pay provided he works the shift before and the shift following the holiday.

Eligible employees will be paid for three additional holidays(\*). These holidays may be taken anytime during the year but not normally during busy periods or consecutive with the employee's annual vacation. The employee will give one week's notice of the holiday he wishes to take and the day selected will be to the mutual convenience of the Company and the employee.

(\* Note: In the event that Heritage Day is proclaimed as another holiday, one of these days will become Heritage Day and observed in accordance with government legislation.

7.02 When a plant holiday(s) falls on a weekend, the holiday will be observed on the Friday preceding or the Monday following.

7.03 An employee required to work on any of the above designated plant holidays will receive time and one-half his regular straight time rate for work performed, in addition to any plant holiday pay to which he may be entitled under paragraph 7.01.

7.04 If an eligible employee who is required to work on a plant holiday fails to do so, he will not be paid for the holiday unless his absence is due to illness attested to by a doctor's certificate, if the Company considers such evidence to be necessary, or other reason acceptable to the Company.

7.05 When a plant holiday falls within an employee's vacation period, it may, at the employee's request be taken consecutive with the employee's vacation or at another date mutually agreed on by the employee and the Company.

ARTICLE VIII - VACATIONS WITH PAY

- 8.01 The Union acknowledges that the Company has the right to schedule vacations at any time during the year. However, a sincere effort will be made to grant vacations at the time or times wanted by the employee, giving longer service employees preference. Vacations of more than 2 weeks during July and August will not necessarily be scheduled consecutively. Should the Company elect to close the plant for a one or two week vacation period, all eligible employees will take vacations at that time provided their services are not required for particular work.
- 8.02 Employees may use (2) weeks of vacation in any number of fraction of days. Employees making such requests will give reasonable notice where practicable. It is understood that the existing policies apply, i.e. no more than four (4) employees absent on vacation at one time.
- 8.03 The vacation list will be posted no later than February 1st to allow all employees to request an initial two (2) two weeks maximum vacation period. This is to be completed by the second Friday in February. Management will review and where necessary to maintain enough trained employees or keep the number of employees on vacation to no more than four (4), will reschedule vacations with seniority prevailing. This action is to be completed by the third Friday in February. The foreman will approach employees by seniority to select the balance of their vacations. This is to be completed by the first Friday in March with the final schedule being posted the following Monday.
- 8.04 An employee who has completed his probationary period and has more than six months' but less than twelve months' service with the Company by July 1st of the current year shall be entitled to one week's vacation. Pay for such vacation shall be 4% of the employee's earnings for the period ending June 30th of the current year.
- 8.05 An employee with one year or more but less than five years' service by July 1st of the current year shall be entitled to two weeks' vacation. Pay for such vacation shall be 4% of the employee's earnings for the twelve month period ending June



30th of the current year.

- 8.06 An employee with five years' or more but less than ten years' service by July 1st of the current year shall be entitled to three weeks' vacation. Pay for such vacation shall be 6% of the employee's earnings for the twelve month period ending June 30th of the current year.
- 8.07 An employee who has completed ten years' or more but less than eighteen years' service by July 1st of the current year, shall be entitled to four weeks' vacation. Pay for such vacation shall be 8% of the employee's earnings for the twelve month period ending June 30th of the current year.
- 8.08 An employee who has completed eighteen years' or more but less than twenty-six years' service by July 1st of the current year shall be entitled to five weeks' vacation. Pay for such vacation shall be 10% of the employee's earnings for the twelve month period ending June 30th of the current year.
- 8.09 An employee who has completed 26 years' service or more by July 1st shall be entitled to 6 weeks' vacation. Pay for such vacation shall be 12% of the employees earnings for the twelve month period ending June 30th of the current year.
- 8.10 Payments from Worker's Compensation or Weekly Sick Benefit Insurance will be included in the employee's earnings for the purpose of calculating vacation pay.
- 8.11 When the vacation is scheduled prior to July 1st, vacation pay in such instances shall be computed at the appropriate percentage up to one week prior to the vacation period. Each employee shall receive his vacation pay and the basis of the pay calculation prior to his vacation date, The employee concerned shall then be entitled to any balance of his vacation pay as specified in paragraphs, 8.04, 8.05, 8.06, 8.07, 8.08 or 8.09, whichever is applicable, after July 1st. An employee who selects all or part of his vacation after July 1st will have the option of receiving his vacation pay no later than the week following July 1st or he may elect (at the time of his requesting his vacation) to hold his vacation pay until he actually takes his vacation but no later than December 31st of the vacation year. Employees will be provided with the basis

for their respective vacation pay calculations.

- 8.12 An employee voluntarily quitting his employment during the vacation year shall receive any unused vacation pay entitlement in accordance with this Article. An employee discharged for cause will be paid for any unused vacation credit in accordance with the Canada Labour (Standards) Code.

ARTICLE IX - GRIEVANCE PROCEDURE

- 9.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is generally understood that an employee has no grievance until he has first given to his Foreman an opportunity to adjust his complaint, and that such complaint shall be registered within fifteen (15) working days of the alleged circumstances coming to the knowledge of the employee. The Foreman's reply shall be given to the employee within three (3) full working days.

- 9.02 If such complaint is not settled satisfactorily, it may be taken up as a grievance within three (3) full working days of the reply referred to in 9.01. A written record of the grievance on a standard form to be supplied by the Union shall be signed and submitted by the employee to his Foreman.

Step No. 1 Within five (5) full working days of receipt of the written grievance, a conference shall take place between the aggrieved employee, who shall be accompanied by the Union Steward, and the Foreman. The employee's Foreman or his designee shall give his written decision to the Union Steward within three (3) full working days following the meeting, indicating the date and the Company's response to the grievance.

Failing settlement, the Union shall, within not more than three (3) full working days, notify the Company of its intent to proceed to Step No. 2.

Step No. 2 Within five (5) full working days of the notice of intent to proceed to Step No. 2, a conference shall be held between the aggrieved employee,

the Grievance committee and the Manager and/or other authorized representatives of the Company. A representative of the Union will attend if requested by either party.

Management shall give its written decision to the Chief Steward within five (5) full working days of such conference, indicating the date and the Company's response to the grievance.

Step No. 3      Failing a settlement under Step No. 2 (or of any matter properly submitted at Step 2) pursuant to this Article regarding any difference between the parties arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, such difference or unresolved question may be submitted to arbitration, as provided in Article X, within 30 working days.

9.03      Saturdays, Sundays and plant holidays will not be counted in determining the time within which any action is to be taken or completed in each of the steps of the Grievance Procedure or under Article X. The time limits and other procedural requirements set out in Articles 9 and 10 are mandatory and not merely directory. Any and all time limits fixed by this Article and Article X may at any time be extended by written agreement between the Company and the Union.

9.04      All decisions arrived at between the representatives of the Company and the Union shall be final and binding upon the Company, the Union and the employee or employees concerned.

9.05      When a complaint or grievance which affects the rate of pay of an employee is settled and as a result the employee receives an increase in his rate, such increase shall be paid retroactively to the date the error was made or such other date as may be agreed upon.

9.06      If an employee with seniority is dismissed or suspended for any reason and feels he has been unjustly dealt with, he may inform his Steward who shall, if a grievance is to be filed, file such

written grievance with the Company within eight working days of the suspension or dismissal. The dismissal or suspension shall then be dealt with under the grievance procedure herein, beginning with the Second Step. Notice of dismissal or suspension and the reason therefor shall be given in writing with a copy to the Union on the same date.

If subsequently it is decided that the employee was unjustly dismissed or suspended, he shall be reinstated in his former job and compensated for such time lost as is determined by the grievance or arbitration procedure, or such other settlement as is deemed to be just and equitable.

9.07 It is understood that in the case of any general allegation by the Union that the Company has violated this Agreement in such a manner that an individual employee could not rightly process the grievance under this Article IX, the Union may present such allegation to the Company at the Second Step level of the Grievance Procedure.

9.08 An employee who receives a written reprimand from the Company shall have such reprimand removed from his record after a period of twelve (12) months provided that during such period he has not received other related written reprimands.

An employee who receives a suspension shall have such suspension removed from his record after a period of eighteen (18) months, provided that during such period he has not received other related disciplinary action.

A copy of written disciplinary action will be provided to the local union.

#### ARTICLE X - ARBITRATION

10.01 Whenever either party to the Agreement submits any grievance to arbitration, written notice shall be given to the other party formally stating the subject of the grievance and the Agreement Clause allegedly violated, and at the same time nominating an Arbitrator. If the recipient of the notice does not agree with the nomination, the parties will meet forthwith and attempt to select an alternative. If the parties fail to agree on the selection of an Arbitrator, the Federal Minister of Labour will

be requested to make the appointment. As soon as the Arbitrator is appointed, he shall convene a meeting to hear the evidence and representations of the parties, and render a decision as soon as possible.

- 10.02 No person shall be selected as an Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 10.03 No grievance shall be considered by the Arbitrator unless it has been properly carried through all previous steps of the Grievance Procedure.
- 10.04 The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matters not covered by the Agreement.
- 10.05 The parties will jointly bear the expense of the Arbitrator.
- 10.06 Notwithstanding the provisions of this Article, the parties agree that the arbitration provisions of the Canada Labour Code shall apply at the request of either party.

ARTICLE XI - NON-INTERRUPTION OF WORK

- 11.01 The Company agrees that there will be no lock-out during the term of this Agreement.
- 11.02 The Union agrees that during the term of this Agreement, there will be no strike, slowdown or other stoppage of work or interference with production and will hold its members to this responsibility.

ARTICLE XII - SENIORITY

- 12.01 An employee's seniority date shall be his last date of employment by the Company since which there has been no quit or discharge to break his continuous service.
- 12.02 (a) A new full time regular employee will be on probation and will not acquire seniority until he has worked for

forty-five days accumulated over a period of six consecutive months. On completion of this probationary period, his seniority shall be established as the date forty-five consecutive working days prior to the day on which he completed his probationary period.

- (b) A casual employee is defined as a person who cannot acquire seniority rights and who is neither a probationary employee nor a full time regular employee, but works on a part-time, temporary, or short term basis (i.e. working for periods during the corn harvest, seasonal, or to replace employees who are absent due to vacations, illness, or injury). In order for these persons to be considered for regular full time status, they must commence a probationary period pursuant to this Collective Agreement.

12.03 A probationary employee shall be paid a rate of one dollar (\$1.00) below the rate for the job as shown in Schedule 1.

12.04 Every six months a seniority list showing each employee's seniority date will be prepared by the Company and posted on a plant bulletin board and a copy will be provided to the Local Union. Seniority lists will be maintained between postings. An employee who believes his seniority is incorrectly shown may take the matter up as a grievance.

12.05 An employee shall lose all seniority and his name shall be removed from the employment records of the Company when he :

- (a) quits,
- (b) is discharged for just cause,
- (c) fails to report from lay-off or is laid off for a period exceeding his recall rights as provided in paragraph 13.05,
- (d) receives severance pay as provided herein.

#### ARTICLE XIII - LAYOFF AND RECALL

13.01 When it becomes necessary to reduce the working force of employees, seniority will prevail so long as it does not prevent the Company from maintaining a working force of employees who possess the skill, ability, and physical fitness

to capably perform the work which is available and are willing to do such work at the scheduled rate for the job. In such cases where an employee with seniority accepts a lower rated job rather than be laid off, his regular rate will be protected for a period of thirty working days. Short time operations is not considered layoff for purposes of this article. Short time operation shall be defined as any day of work of less than 8 hours.

- 13.02 A more senior employee may choose to take a layoff instead of a junior employee, if the senior employee so requests. The agreement to go out of seniority by this employee must be by mutual agreement between the Company and the employee. The employee shall have normal recall rights but may not bump another employee even if the layoff is extended.
- 13.03 The Company shall notify the Union and those employees affected by any layoff, of such layoff, at least 5 working days in advance of such layoff or pay to those employees an amount in lieu thereof. This section shall not apply to layoffs of less than 5 working days duration.
- 13.04 Laid off personnel will be recalled from layoff on the basis of seniority provided those recalled possess the skill, ability, experience and physical fitness to capably perform the work which is available. Recall will be made by telephone and if this means is unsuccessful, the employee will be advised by telegram or registered letter at the last address he made known to the Company.
- 13.05 An employee with three or more year's seniority who is laid off for a period in excess of twenty-four months or an employee with less than three years' seniority, who is laid off for the lesser of twelve months or a period equal to his seniority of an employee who fails to report from lay off when recalled, will have his seniority standing cancelled and his name removed from the employment records of the Company.
- 13.06 It is the responsibility of the employee to keep the Company informed at all times as to his current address and nearest telephone number.

ARTICLE XIV - TEMPORARY TRANSFER, PROMOTION AND JOB POSTING

- 14.01 An employee temporarily assigned to a higher rated job shall be paid at the higher rate providing the assignment exceeds one hour's duration. An employee temporarily assigned to a lower rated job will continue to receive his regular rate except in cases where such employee requests a lower rated job or is assigned to a lower rated job for disciplinary or health reasons. Temporary assignments should not be confused with regular transfers or promotions or with job changes caused by layoff.
- 14.02 Selection for job vacancies within the bargaining unit shall be the senior applicant who has sufficient skill, ability, and physical fitness to fulfill the job requirements.
- 14.03 When the Company elects to fill a permanent job vacancy that occurs within the complement of job classifications covered by this Agreement, notice of such vacancy shall be posted on the bulletin board for three working days. An employee may indicate his desire to be considered for the vacancy by adding his name to the job poster. Employees going on leave or vacation may file a request with the Company to be considered for any vacancy he desires which occurs during his absence. Applicants will be considered by the Company in accordance with Article 14.02. The successful applicant shall receive the rate of the new job upon assuming the full duties.
- 14.04 (a) All vacancies with an expected duration of 30 working days will be posted in accordance with paragraph 14.03. This period may be changed by mutual agreement between the parties where such change is reasonable.
- (b) Employees returning from approved leaves of absence will return to their former jobs and employees who have moved as a result of any posting that resulted from such leave shall revert to their former job as if the posting had never occurred.
- 14.05 The Company shall post all training opportunities. Training opportunities shall be offered by seniority to employees who have indicated interest in the promotion and who have sufficient skill, ability and physical fitness to fulfill the



job requirements and are willing to do the job.

- 14.06 The chief steward will be provided with a copy of job postings, training postings and the name of the successful applicant.

ARTICLE XV - WAGE RATES

- 15.01 Wage rates shall be in accordance with the Schedule of Wage Rates attached hereto as Schedule 1.
- 15.02 In addition to the wage rates in Schedule 1, for work performed, shift premiums of 45 cents for afternoon and 55 cents for night shifts shall be paid. Shift premiums shall be subject to overtime hours worked and will be at the premium (1.5 or 2 times) as appropriate for the overtime worked.
- 15.03 Where an employee in maintenance is required to provide his own tools, the Company agrees to replace any such tool that is broken or worn out on the job. It is understood that the Company is not responsible for replacement if the breakage is due to misuse or negligence or if it is not necessary to the normal performance of the job.

ARTICLE XVI - BULLETIN BOARDS

- 16.01 The Company shall provide reasonable space on bulletin boards in the plant for the posting of official Union notices.

ARTICLE XVII - LEAVE OF ABSENCE

- 17.01 The Company may grant leave of absence to any employee for legitimate personal reasons and any person who is absent with written permission shall not lose his seniority.
- 17.02 In the case of leave to attend Union business, it is understood that, normally, not more than two employees will be absent at any one time.
- 17.03 In the event of the death of an immediate relative, leave of absence up to three consecutive days (five consecutive days for death of employee's spouse) will be granted the bereaved employee for the purpose of attending and, where necessary, making arrangements for the funeral. Such employee shall be

paid his straight time basic rate excluding shift or other premium for the scheduled hours he otherwise would have worked during such leave. "Immediate relative" shall mean an employee's mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law or sister-in-law. "Employee" shall mean a regular full-time employee of the Company who has completed his probationary period. In the event of the death of his grandparents, grandchildren, son-in-law, daughter-in-law, an "employee" will be granted one day's leave of absence with pay for the purpose of attending the funeral.

- 17.04 When an employee is called by the Crown for jury duty or as a subpoenaed witness and must, as a result, lose time from work, the Company agrees to pay such employee the difference between the fee received from the Crown and the employee's straight time basic rate, excluding shift or other premium for the scheduled hours he otherwise would have worked.

ARTICLE XVIII - WELFARE BENEFITS AND SAFETY

- 18.01 The Company agrees to pay the premium costs of the following insurance plans, subject to the conditions set forth in a letter from the Company to the Union appended to this Agreement, which shall be continued during the term of this agreement.

Accident & Sickness Benefits Insurance Plan  
Group Life Insurance Plan  
Major Medical Insurance Plan  
- Prescription Drug Insurance Plan  
Dental Insurance Plan  
Long Term Disability Insurance Plan

- 18.02 The Company agrees to continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of employment, and comply with all appropriate legislation including the Canada Labour Code.
- 18.03 When an employee, while carrying out his assigned duties, is disabled as a result of an industrial accident, he shall be paid for the remainder of his scheduled shift (less any amount that the employee may receive from Worker's Compensation).

10.04 The parties will maintain a joint Health and Safety Committee comprising of at least two members appointed by each party. The joint Committee will tour and inspect the facility and hold meetings at least monthly or at the discretion of the Committee. They shall consider all aspects of occupational health and safety, make recommendations for correction and improvement of any problems or potential problems and actively pursue compliance and enforcement of rules and regulations thereto.

ARTICLE XIX - SEVERANCE PAYMENT

19.01 When the plant or a department is closed down and the Company is unable to offer other employment to the employees who are permanently displaced, a separation payment will be paid to each employee with seniority on the basis of one week's pay for each complete year of service.

Severance payment is subject to the following conditions :

- (a) The employee is actively employed by the Company or is carried on the lay-off list;
- (b) Employees who are off sick or receiving Worker's compensation but continue to hold seniority, will be eligible ;
- (c) No employee will be granted a severance payment totalling more than he would have earned at his straight time rate of pay from the date of his lay-off, until his normal retirement date ;
- (d) The closing of the plant does not result from strike, fire or explosion ;
- (e) The employee continues to work for the Company in a satisfactory manner for as long as his services are required.

It is understood that receipt of separation payment cancels seniority. If later rehired, no repayment of the separation payment will be required or allowed and no seniority payment will be reinstated.



ARTICLE XX - MISCELLANEOUS

20.01 The Company will provide and those employees who accept will wear the following clothes each calendar year at no cost to the employees :

- 2 shirts
- 2 pants
- 2 coveralls (1 pair may be insulated)
- 5 tee shirts

If additional shirts, pants or coveralls are required because of work wear, they will also be provided at no cost.

Once every two (2) calendar years the Company will pay 50% towards the purchase of a winter parka and a summer jacket.

20.02 Work gloves will be provided and replaced as required upon the condition that the worn out pair are turned in.

20.03 The wearing of safety boots is mandatory. The Company will pay up to a maximum of \$90.00 as required towards footwear from a mutually agreed list of approved footwear, upon proof of purchase by the employee.

ARTICLE XXI - TERMINATION

21.01 This Agreement shall be in effect from the date of ratification except where otherwise specifically stated to March 31, 1995 and continue automatically thereafter during annual periods of one year each, unless either party notifies the other in writing within 90 days prior to the annual expiration date that it desires to amend or terminate this Agreement.

21.02 If, pursuant to such negotiations, agreement on the renewal or amendment of this Agreement is not reached prior to the expiration date, this Agreement shall be automatically extended until consummation of a new Agreement or completion of the conciliation proceedings prescribed under the Canada Labour Code whichever should first occur.

Signed at *Borden* Ontario, this *4th* day of *Nov* 19 *93*

FOR THE UNION :

*Al Oswald*  
\_\_\_\_\_

*Bob Doering*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_

FOR THE COMPANY :

*A.B. Clary*  
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SCHEDULE I

SCHEDULE OF WAGE RATES

|      |  | Effective<br>April 1/92 | Effective<br>April 1/94 |
|------|--|-------------------------|-------------------------|
| I.   | Micro Batch Mix Operator<br>Batch Mix Operator<br>Head Shipper   | 14.92                   | 15.22                   |
| II.  | Pellet Mill Operator<br>Elevator Operator<br>Grain Processors<br><br>Maintenance Man (Senior)<br>Bulk Shipper Quality Control<br>Utility Man<br>Bulk Receiver (train cars) | 14.69                   | 14.98                   |
| III. | Maintenance Man (Junior)<br>Shipper - Receivers<br>Micro Operator  | 14.23                   | 14.51                   |
| IV.  | Packer Piler<br>Packer Piler - date of<br>ratification   | 13.83                   | 14.11                   |
| V.   | Janitor  | 13.63                   | 13.90                   |
| VI.  | Casual rate shall be 70% of the Category V rate.   |                         |                         |

Lead Hand Premium ~ \$0.60 per hour, effective the date of ratification, for all hours worked while acting as lead hand (including overtime). This premium will be \$1.00 per hour for replacing the Plant Foreman when he is on extended vacation.

SCHEDULE II

MAINTENANCE TRAINING PROGRAM

The Company agrees to pay the following rates for apprentices. :

|                              | 1st Year | 2nd Year |
|------------------------------|----------|----------|
| Starting (first 1,000 hours) | \$10.18  | \$10.64  |
| 1,000 - 2,000 hours          | \$10.58  | \$11.06  |
| 2,000 - 3,000 hours          | \$11.09  | \$11.59  |
| 3,000 - 4,000 hours          | \$11.39  | \$11.90  |
| 4,000 - 5,000 hours          | \$11.79  | \$12.32  |
| 5,000 hours to completion    | \$12.20  | \$12.75  |
| Add to the Appendix "A"      |          |          |
| Journeyman Tradesman         | \$12.59  | 13.16    |

Apprentice to receive his rate plus any increases negotiated now or in future until he fits into grouping that provides a higher rate of pay. (The Company agrees to advance his UIC benefits which he will repay to the Company when he receives them).

The initial assignment to the proper Hours Group shall be on the basis of the employee's qualifications as determined by the Ministry of colleges and Universities (the Company agrees to supply information to the Ministry to assist the determination).

should the employee currently be receiving a rate of pay in excess of what his qualifications warrant, he shall not suffer any loss in pay but he shall not be entitled to any wage adjustment in groupings until his training and instruction so warrant but he shall receive any negotiated wage settlements as a raise.

Upon successful completion of the program they shall be paid the rate of Journeyman Tradesman.

May , 1993

Negotiating Committee,  
Local 53-0,  
Communications, Energy and Paperworkers  
Union of Canada,  
c/o Baden Plant,  
Baden, Ontario

Employee Health and Welfare Insurance Benefits

This letter sets forth the basis on which the Company agrees, during the term of our current Collective Agreement, to pay the cost of employee health and welfare insurance benefits.

The Company will pay the premium cost of the Accident and Sickness Plan underwritten by the Prudential Insurance Company of America for employees who have completed their probationary period and otherwise have fulfilled the eligibility requirements of the underwriter. Effective the 1st of the month following ratification, the weekly benefit will be sixty six and two thirds per cent (66 2/3%) of the employee's weekly earnings which are insurable under the Unemployment Insurance Act.

An insured employee will be eligible for benefits from the first day of absence due to a non-occupational accident and from the fourth day (first day if hospitalized during the waiting period) where the absence is due to a bona fide sickness and the benefit will be payable for a maximum of twenty-six weeks.

The Company will pay the premium cost of \$24,000 of Group Life Insurance with the same amount for Accidental Death & Dismemberment for employees who have completed their probationary period and otherwise fulfilled the eligibility requirements of the underwriter. Life Insurance in the amount of \$1,000 shall be provided for the eligible employee's spouse.

The Company will pay the premium cost of the Major Medical Plan, \$25/\$50 deductible and a Prescription Drug Plan with a deductible of \$10 for the insured employee and \$10 for his dependents, for employees who have completed the probationary period and otherwise qualify for this insurance.



The Company will pay the premium cost of a Dental Insurance Plan for employees who have completed their probationary period and otherwise qualify and for their eligible dependents. The 1992 ODA schedule of fees will apply effective the 1st of the month following ratification and effective April 1, 1994, the 1993 ODA schedule will apply.

The Company will pay the premium cost of a Long Term Disability Insurance Plan for eligible employees who have completed the probationary period and otherwise qualify. The disability benefit under the Plan shall be 55% of basic earnings, excluding overtime or other premium to a maximum of \$1,500.00(\*) per month. No benefits are payable for the first twenty-six weeks of disability or the period of time during which disability benefits are payable under the Unemployment Insurance Act. Canada Pension Plan and other legislated benefits shall be integrated with the long term disability benefit.

(\*) Note: Effective the month following ratification, the maximum coverage for active employees was increased from \$1,400 to \$1,500 per month.

It is understood that payment of these insurance premiums by the Company, is in lieu of any employee entitlement to a future premium reduction under the Unemployment Insurance Act.

The Company will pay the premium cost of a Blue Cross Semi-Private Hospital Plan with a maximum daily benefit, effective the 1st of the month following ratification, of \$65.00 for employees who have completed their probationary period and otherwise qualify and for their eligible dependents.

It is further understood that payment by the Company of group life, hospital, medical-surgical, major medical, drugs, dental and weekly benefits insurance premiums, as above described, is conditional upon the employee performing work for the Company during the month in which the premiums fall due. Benefit premiums will be paid by the Company for six months after the month the eligible employee last worked, if their absence is due to accident or illness.

The Company may elect, at some future date, to transfer the underwriting and administration of one or more of these benefit plans to another insurance carrier, with the understanding that in this event, the benefits that will be provided by the new carrier, will be substantially similar to those in effect at this date.

would you please indicate the Union's concurrence with this understanding by countersigning the duplicate copy of this letter and return it to the Company.

Yours truly,  
MASTERFEEDS LIMITED

Countersigned for Local 53-0  
COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA

*K. B. Cleary*

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*M Oswald*

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*Bob Doering*

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*[Signature]*

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May 12, 1993

Mr. Len Flear  
National Representative  
701 Evans Ave., Suite 200  
Etobicoke, Ontario  
M9C 1A3

Dear Len:

Re: 1993 Negotiations

Further to our agreement on the changes regarding casual employees, it is understood that the purpose is to address "non permanent" situations. If there is a problem during the life of this Agreement, the parties will meet to discuss the situation.

A. B. Cleary  
Plant Manager

cc: R. Doering  
A. Oswald  
R. Flack

May 20, 1993

Mr. Len Flear  
National Representative  
701 Evans Ave., Suite 200  
Etobicoke, Ontario  
M9C 1A3

Dear Len:

Pursuant to the Memorandum of Agreement, seniority employees who are on the active payroll as of the date of ratification shall receive a lump sum payment of \$500.00 on October 1, 1993.

A handwritten signature in cursive script, appearing to read "A. B. Cleary".

A. B. Cleary  
Plant Manager