

SOURCE	
EFF.	95 07 01
TERM.	98 06 30
No. OF EMPLOYEES	180
NOMBRE D'EMPLOYÉS	SA

**SIMPLOT CANADA LIMITED
BRANDON, MANITOBA**

and

**UNITED STEELWORKERS
OF AMERICA**

July 1, 1995
to
June 30, 1998

083 1 1 987

083(06)

INDEX

Article		Page
I	Recognition	2
II	Obligations	5
III	Rights of Management.....	7
IV	Hours of Work	8
V	Overtime and Premium Pay	13
VI	Classification and Wage Rates	24
VII	Statutory Holidays	27
VIII	Vacations	32
IX	Discharge and Disciplinary Procedure ...	36
X	Voluntary Termination	38
XI	Physical Capability	40
XII	Safety and Health	43
XIII	Leave of Absence	48
XIV	Seniority	51
XV	Promotion Transfer-Training	59
XVI	General.....	64
XVII	Committees	68
XVIII	Sickness and Non-Industrial Injury Insurance	70
XIX	Retirement	73
XX	Group Insurance	74
XXI	Accidental Death and Dismemberment Insurance.....	76
XXII	Medical Insurance	78
XXIII	Dental Plan.....	79
XXIV	Long Term Disability	80
XXV	Grievance Procedure	82
XXVI	Arbitration	85
XXVII	Apprentices	87
XXVIII	Technological Change	90
XXIX	Term of Agreement	93
XXX	Entire Agreement.....	94
	Appendix A	96
	Appendix B	99
	Appendix C	101
	Appendix D	102
	Appendix E	103
	Letters of Agreement	104

INDEX

	Page
Accidental Death and Dismemberment Insurance	76
Appendix A	96
Appendix B	99
Appendix C	101
Appendix D	102
Appendix E	103
Apprentices	87
Arbitration	85
Classification and Wage Rates	24
Committees	68
Dental Plan	79
Discharge and Disciplinary Procedure	36
Entire Agreement	94
General	64
Grievance Procedure	82
Group Insurance	74
Group RSP	101
Hours of Work	8
Leave of Absence	48
Letters of Agreement	104
Long Term Disability	80
Medical Insurance	78
Obligations	5
Overtime and Premium Pay	13
Physical Capability	40
Promotion Transfer-Training	59
Recognition	2
Retirement	73
Rights of Management	7
Safety and Health	43
Seniority	51
Sickness and Non-Industrial Injury Insurance	70
Statutory Holidays	27
Technological Change	90
Term of Agreement	93
Vacations	32
Voluntary Termination	39

**AGREEMENT
Between**

**SIMPLOT CANADA LIMITED
1400 - 17th St. E. Brandon. Manitoba**

**Hereinaftercalled
The Company”**

and

UNITED STEELWORKERS OF AMERICA

Representing the Employees of

**SIMPLOT CANADA LIMITED
1400 - 17th Street East
Brandon, Manitoba**

**Hereinaftercalled
“The Union”**

**In consideration of the mutual promises of the
respective parties hereto, they mutually covenant and
agree to and with each other as follows:**

July 1, 1995

ARTICLE I

RECOGNITION

1.1 The Company recognizes the United Steelworkers of America as the exclusive bargaining agent with respect to rates of pay, wages, hours, and conditions of employment for all employees shown by Manitoba Labour Board certification dated 13 March, 1967, at Brandon, Manitoba plant, excluding those listed in Section 1.2 below. The Company will bargain with no other Union during the life of this Agreement.

1.2 The term "Employee" as used in this Agreement shall include all employees shown by Manitoba Labour Board certification 13 March, 1967, but shall exclude employees whose duties are managerial, professional, or confidential in nature such as executives, administrative, superintendents, technical, professionals, shift supervisors, foremen, office employees, Production and Maintenance clerical, and contracted employees (such as plant security personnel and office custodians).

1.3 This Agreement is for the exclusive joint use and benefit of the contracting parties as defined and set forth herein. It is the intent and purpose of the parties hereto in the mutual interest of the Company and of the employees that this Agreement:

(a) Shall maintain good industrial and economic relations between the Company and its employees.

(b) Set forth the basic Agreement covering the rates of pay, hours of work and the conditions of employment to be observed between the parties.

(c) Set forth methods by which disputes, complaints, or grievances arising between the parties hereto may be advantageously and amicably settled,

as it is the explicit desire of the Company and the Union to preserve and in no way disturb the existing harmonious relations.

(d) Provide for the operation of the Company's plant at Brandon, Manitoba, under conditions which will permit safe production to the highest possible extent, both parties recognizing the value of co-operating in good faith, individually and collectively for the advancement of said business.

1.4 The Company agrees that it shall deduct from the earnings of each employee in the bargaining unit in each month union dues, fees, and assessments in the amount certified by the Union to the Company to be currently in effect according to the Union's Constitution. Such deductions shall be forwarded to the Financial Secretary, by cheque, made payable to "Secretary Treasurer United Steelworkers of America". In respect to new employees such deductions shall commence with their second pay cheque and shall include the initiation fee which at present is \$10.00 and is a one time deduction. An employee who has not become entitled to five days' pay in the deduction month is not subject to a deduction in that month.

1.5 The Union agrees that it will give the Company thirty (30) calendar days' notice, in writing, of any changes in the amount of dues or initiation fees.

1.6 Regular Union dues deductions will be made from the wages due each employee on a bi-weekly pay period. The Union will provide a list of employees owing back dues and such list will be provided to the Human Resources Department no later than the end of the first full week of each month.

1.7 The Union shall indemnify and save the Company harmless against any and all claims,

demands, suits, and other forms of liability which shall arise out of the Company's compliance with the deduction of dues and discharge of employees under this Article I.

1.8 The Company will provide to the Union each month, a list of employees hired, terminated or on leave of absence exceeding one week from the bargaining unit.

1.9 Each new employee shall be introduced by his immediate supervisor within ten (10) calendar days of his date of hire to the appropriate Shop Steward.

1.10 The Company will submit a list of all employees to the Union along with the dues cheque not later than four (4) weeks from the end of the pay period that such deductions were made.

1.11 All terms using the male gender in this contract refer to both male and female employees.

ARTICLE II

OBLIGATIONS

2.1 The Union agrees that no employee will engage in any Union activities during working hours unless he obtains prior approval from his supervisor and that it will refrain from collection of dues and solicitation of membership on Company time or property. The Company agrees in return to call the attention of all new employees to terms of the Agreement with the Union.

2.2 There shall be no cessation of work through strikes (as defined by the Manitoba Labour Relations Act) by employees or the Union during the term of this Agreement. There shall be no lockouts (as defined by the Manitoba Labour Relations Act) by the Company during the term of this Agreement.

2.3 In the event of a dispute by another Union directly or indirectly involving the employees covered hereby, representatives of the Company and the Union shall immediately meet to discuss ways and means of dealing with the situations thus created and to keep all employees on the job.

2.4 The Company and the Union agree that there shall be no discrimination or retaliation by the Company, the Union, or by individual employees, because of Union Membership or proper activities in connection therewith. Further, that there shall be no discrimination by the Union, the Company or by individual employees, against any employee for reasons of race, colour, religion, sex, national origin, age, or political beliefs.

The Company and the Union agree that the workplace will be free of sexual and racial harassment.

It is agreed that complaints of sexual and racial harassment will be dealt with as promptly and as confidentially as possible.

2.5 The Company will advise the Union, in writing, of contracting work done at the Brandon Plant prior to commencement of such work, and if the Union requests a meeting to discuss the matter, such meeting shall be promptly held.

No work will be contracted out if suitable equipment and qualified manpower are available in the bargaining unit at regular rates. The Union will be informed of work intended to be contracted out.

In contracting out, no employee in the bargaining group will be displaced from the job he is doing.

ARTICLE III

RIGHTS OF MANAGEMENT

Except as specifically modified by the provisions of this Agreement:

The right to hire, promote, demote, discipline, suspend or discharge for just and reasonable cause, layoff, and maintain the efficiency and discipline of the employees, and otherwise manage the plant and direct the workforce is vested exclusively in the Company.

Management of the plant and operations, which include the rights to plan, direct and control plant operations, establish production schedules, methods, processes, quality, quantity, assignment of work, transportation of products, location of facilities, improve production methods or facilities, and to make and enforce Company ~~rules~~ to carry out the functions of management, are solely and exclusively the right of the Company.

The Company reserves all the rights, powers and authority customarily exercised by Management.

ARTICLE IV

HOURS OF WORK

DEFINITIONS

Day Worker: An employee with a scheduled uninterrupted lunch break.

Continuous Shift Worker: An employee who is on a continuous production schedule and one who is continually relieving. Relief man where relieving is continuous.

Non-Continuous Shift Worker: An employee who works rotation shifts and who has a scheduled uninterrupted lunch break.

Regular Rate: Is the hourly rate paid for a specific classification as shown on Appendix "B" and does not include any premium or overtime pay.

4.1 Eight (E) hours shall be a normal work day and five (5) eight (8) hour days shall be a normal work week. The work week begins at 0800 on a Sunday and ends at 0759 hours on the following Sunday. Because of the continuous nature of the operation, Saturdays and Sundays are work days. The work day for each employee shall be twenty four (24) consecutive hours beginning when he last reports for work.

For employees assigned to continuous shifts, the daily working hours shall be twelve (12) with weekly hours varying according to the shift schedule. The shifts shall be from 0700 hours to 1900 hours, and 1900 hours to 0700 hours.

Those employees affected will be required to eat their lunch on the job, during their shifts, while working and will receive pay as if they had worked the entire period. Such lunch periods will be within a reasonable period of time after the employee has reported to work.

4.2 The general pattern and style of achieving most maintenance work on a day schedule will be maintained as presently practiced. Substantial change involving any crew or department in the maintenance, stores or laboratory workforce will only be instituted by mutual agreement between the Company and the Union.

The general pattern and style of achieving most operations work on a 12 hour schedule will be maintained as presently practiced. Any change in this schedule will only be instituted by mutual agreement between the Company and the Union.

4.3 The Union may submit proposed shift schedule changes to the Company for study. The Company will be allowed up to three (3) weeks for study. Within the next three (3) weeks the Joint Industrial Relations Committee will make written recommendations based on the findings of the Committee, whether or not to implement the proposed shift schedule changes.

4.4 Subject to operation requirements, the normal work day for each day worker shall consist of eight (8) hours of employment beginning at 0800 hours and ending at 1630 hours. The normal work week for each day worker shall be five (5) consecutive days. Such employment shall be continuous except for lunch periods. A continuous lunch period of one-half (1/2) hour without pay will be allowed each day within five (5) hours of start of the shift. Such lunch periods will be designated by the supervisor in charge, and will be within five (5) hours of the start of the shift.

When a second shift is scheduled to relieve a normal day worker, the shift will be from 1630 hours to 0100 hours. Afternoon shift differential will apply. Such employment shall be continuous and the employee so scheduled will be allowed a continuous lunch period

of one-half (1/2) hour without pay, within five (5) hours of the start of the shift. Such lunch periods will be designated by the supervisor in charge and will be within five (5) hours. When a third shift is scheduled to relieve a normal day worker, the shifts will be 0800 hours to 1630 hours, 1500 hours to 2330 hours, and 2330 hours to 0800. The appropriate shift differential will apply. Such employment will be continuous and the employee so scheduled will be allowed a continuous lunch period of one-half (1/2) hour without pay, within five (5) hours of the start of the shift. Such lunch periods will be designated by the supervisor in charge, and will be within five (5) hours of the start of the shift.

The work week shall be from 0800 hours Sunday to 0759 hours the following Sunday.

Because of the nature of the Traffic Crew job requirements, it may be necessary, in periods of high shipments, to function as a continuous shiftworker instead of a day worker.

4.5 Twelve (12) continuous hours is the maximum number of hours that an employee will be allowed to work except where lives are threatened or where there is danger of damage to Company property, or where the employee volunteers.

If an employee so elects, he or she may leave and depart the plant premises after twelve (12) continuous hours of work, without prejudice to his or her status and dignity as an employee. Twelve hour shift employees excepted.

For employees assigned to work a twelve (12) hour shift schedule, sixteen (16) continuous hours is the maximum number of hours that an employee will be allowed to work except where lives are threatened or where there is danger of damage to Company property, or where the employee so volunteers.

4.6 All employees must be at their work station at the time designated by their schedule and ready to start work. When one operator has properly relieved the other operator at this designated time and has taken over the responsibility of the job, the relieved operator may leave. It shall be understood that each employee will have worked his full shift and no overtime will apply unless authorized by the supervisor. Furthermore, this will not allow any presumption of a change of schedule.

4.7 No shift worker shall leave his place of work at the end of the shift until his relief has reported to take on the responsibility of the position. If the relief does not report, the shift worker shall remain at his work station until a substitute is secured or until released by his supervisor. The supervisor shall make a reasonable effort to find a substitute.

4.8 Shift starting time for all employees will be contingent on operational requirements and shall be designated by the Company. All changes in the existing shift starting times will be posted on designated bulletin boards, and employees affected will receive a copy of the new shift schedule. Shift schedules for all employees other than day workers, will be shown on Appendix "D" which is part of this Agreement, entitled "Shift Schedule". No shift starting time affecting unit operations as a whole will be changed prior to a discussion with the Union.

4.9 Nothing herein contained shall in any way be construed as a guarantee of full time employment.

4.10 Whenever an employee's regular scheduled working hours are changed by the Company, he shall be paid at the overtime rate for the work performed during his first working shift following such change, unless notice of such change has been

given to him by the Company, verbally by telephone, not less than forty eight (48) hours in advance, prior to new starting time. Shift workers will not be changed off their regular shifts more than once in a pay period.

Work schedules are considered as the regular scheduled shift for each employee. It is not an irrevocable commitment that a particular employee may not be changed during a week. Any such changes will be by individual notice, in writing, to the employee affected, and at times, will confirm previous verbal instruction.

Scheduled turnaround will not require individual employee notices and a group notice will be posted at least two (2) weeks in advance of the actual scheduled turnaround date.

4.11 When an employee is transferred from his assigned schedule he will be notified in writing.

ARTICLE V
OVERTIME AND PREMIUM PAY
RATES OF PAY FOR 24 HOURS

8 HR DAY WORKER

	Reg	1.5	2.0	2.5
Reg Shift & Hold Over	8	4	4	7.5
Scheduled Overtime (Not running into next reg shift)		12	4	7.5
Call-out		8	4	12
Call-out (Following regular shift)		4	4	7.5

* reflects unpaid lunch break

12 HR SHIFT WORKER

	Reg	1.5	2.0	2.5
Reg Shift				
Call-out		12		

DEFINITIONS:

Overtime Rate: For computation purposes, the classification rate, as shown on Appendix "B" applicable to the particular employee during the overtime period will be at the applicable overtime rate

Any shift differential will not be included in the computation of the regular rate of overtime.

True Overtime Hours: Are any hours worked by an employee in excess of eight (8) hours in a twenty four (24) hour period or for any hours worked outside an employee's regular scheduled shift except for prearranged make up time.

For employees assigned to work a twelve (12) hour shift schedule. Any hours worked by an employee in excess of twelve (12) hours in a twenty-four (24) hour period or any hours worked by an employee in excess of eighty-four (84) hours in a two (2) week work period, or for any hours worked outside an employee's regular scheduled shift except for pre-arranged makeup time will qualify as true overtime.

Hold-over: A hold-over is the time an employee works beyond the hours of his regular scheduled shift. The employee must be notified, before leaving Company premises, that he is required to work beyond his regular scheduled shift.

If an employee is held over, he will be paid a minimum of one-half (1/2) hour at one and one-half (1 1/2) times his regular rate. Any time worked in excess of one-half (1/2) hour on hold-overs will be paid in accordance with the applicable provisions of the contract.

Call-out: If an employee leaves the Company premises and is later required to return to work before his scheduled starting time, and does so, this is a call-out.

Scheduled Overtime: When an employee is notified in writing that he is required to report for work at a designated time that will not run into his normal scheduled shifts he will be paid a minimum of two (2) hours at one and one-half (1 1/2) times his regular rate.

Early Reporting: An employee must be notified, in writing, before he leaves the Company premises,

that he is required to report for work before his next scheduled starting time of his next shift. For all hours worked ahead of his scheduled starting time, the employee shall be paid the applicable overtime rate.

5.1 Overtime will be on a voluntary basis with the following provision: Operational requirements of the plant will be met.

If a foreman attempts to contact at least two (2) qualified employees and is refused by both, he may then designate a qualified employee. Verification of unsuccessful contacts will be supplied if requested. If a qualified employee is not available, the foreman may then designate any employee for assistance. 4.7 will apply to Operation employees.

5.2 An employee will be permitted to make up time lost for reasons beyond his control or personal reasons, provided there is normal work available. This period of time will be considered to be part of his regular scheduled shift and if any emergency should occur during this time requiring his services, there will be no overtime penalty except as applies to true overtime hours. The employee will contact his immediate supervisor during his next scheduled shift if he desires make up time. This lost time must be made up within ten (10) calendar days of the occurrence.

5.3 When an employee is called out for work outside his regular scheduled shift, after leaving Company premises, he shall receive a minimum of four (4) hours' pay at time and one-half (1 1/2) the regular rate. If he works more than four (4) hours he will receive the applicable overtime rate for actual hours worked. PROVIDED, HOWEVER, when an employee has been called out to work and such call-out continues until commencement of the employee's regular shift, the employee will be paid at the regular rate for work

performed during his regular shift. When an employee is called out, he will be advised, at the time of contact, of the specific work to be performed. However, if other emergency work arises, he may be assigned to such work in addition to the specified work for which he was called out.

Any 8 hour day worker working more than eight (8) hours on a call-out will be paid two (2) times his regular rate for hours in excess of eight (8). Any 8 hour day worker working more than twelve (12) hours on a call-out in any twenty-four (24) hour period shall be paid at the rate of two and one-half (2 1/2) times the regular rate for the hours in excess of twelve (12).

Any 12 hour shift worker working more than twelve (12) hours on a call-out will be paid two (2) times the regular rate for the hours in excess of twelve (12). Any twelve hour shift worker working more than sixteen (16) hours in any twenty-four (24) hour period shall be paid at the rate of two and one-half (2 1/2) times his regular rate for hours in excess of sixteen (16).

Examples (See Table, Article V)

a) 8 Hour Day Worker

When an employee is called out to work, the first 8 hours worked will be paid at one and one-half (1 1/2) times the regular rate, the next 4 hours worked will be at two (2) times the regular rate and the next 12 hours will be at two and one-half (2 1/2) times the regular rate (provided the call-out does not run into the employee's regular shift).

When an employee is called out after his regular shift the first 4 hours of call-out worked will be at one and one-half (1 1/2) times the regular rate. The next 4 hours worked will be at two (2) times the regular rate and the remaining hours will be at two and one-half (2 1/2) times the regular rate.

b) 12 Hour Shift Worker

When an employee is called out to work, the first

12 hours worked of call-out will be at one and one-half (1 1/2) times the regular rate, the next 4 hours at two (2) times the regular rate and the next 8 hours at two and one-half (2 1/2) times the regular rate (provided the call-out does not run into the employee's regular shift).

5.4 An employee who reports for work on his regular scheduled shifts and then finds that his services are not needed by reasons of conditions beyond the control of the Company, such as machine breakdown, lack of materials, inclement weather, acts of God, shall receive two (2) hours' pay at his regular hourly rate. If he works more than two (2) hours, he will be paid for the actual hours worked.

5.5 A shift differential of fifty (\$.50) cents per hour shall be paid to employees scheduled and working on a shift known as afternoon shift, and sixty (\$.60) cents per hour on a shift known as night shift and eighty (\$.80) cents per hour for graveyard twelve (12) hour shift. The graveyard 12 hour shift differential will increase to eighty-five (\$.85) cents per hour effective July 1, 1996 and to ninety (\$.90) cents per hour effective July 1, 1997. Shift differential is not paid to regular day workers for call-out work or for overtime accumulated before or after regular day shifts. If an employee remains on the job and works the shift following his scheduled shift, his shift differential pay will be that of his scheduled shift. Any employee scheduled to start work after 1400 hours will be considered on afternoon shift. Any employee scheduled to start work after 2200 hours will be considered on night shift. Any employee scheduled to start work after 0600 hours will be considered on day shift.

5.6 When an employee is held over, or called into report early for his scheduled shift, more than two

(2) hours ahead of his scheduled starting time or after his scheduled quitting time, he will be provided one (1) hot dinner. The time that this meal shall be taken shall be within five (5) hours of his previous lunch period, provided it is known that the work to be performed will exceed two (2) hours. For each four (4) hour period of continuous overtime thereafter, he shall be permitted one meal. When an employee is called out for work and the hours worked exceed four (4) hours, he will be entitled to one (1) hot dinner. All employees, except employees on continuous shift, shall be allowed a fifteen (15) minute lunch period with pay for each meal for which he is entitled, during the overtime period.

There will be no pay or allowance in lieu of meals not taken or not eaten, under any circumstances.

Changes in the menu and/or vendor will only be done with a mutual agreement between the Company and Union.

5.7 Any 8 hour day worker required to work more than eight (8) hours in a twenty-four (24) hour period will be paid at one and one-half (1 1/2) times his regular rate for all hours in excess of eight (8).

Any 8 hour day worker required to work more than twelve (12) hours in a twenty-four hour period will be paid at the rate of two (2) times his regular rate for hours in excess of twelve (12).

Any 8 hour day worker working more than sixteen (16) hours in any twenty-four (24) hour period shall be paid at the rate of two and one-half (2 1/2) times his regular rate for hours in excess of sixteen (16).

Examples (See Table, Article V)

a) 8 Hour Day Worker

An employee who has worked his complete regular 8 hour shift and is held over shall be paid as follows: the first 8 hours at the regular rate, the next 4

hours at one and one-half (1 1/2) times the regular rate, the next 4 hours at two (2) times the regular rate and the next 7 1/2 hours at two and one-half (2 1/2) times the regular rate.

An employee working scheduled overtime shift shall be paid as follows: the first 12 hours at one and one-half (1 1/2) times the regular rate, the next 4 hours at two (2) times the regular rate and the next 7 1/2 hours at two and one-half (2 1/2) times the regular rate (provided this overtime does not run into the employee's regular shift).

b) 12 Hour Shift Worker

An employee who has worked his complete regular 12 hour shift and held over shall be paid as follows: the first 12 hours at the regular rate, the next 4 hours at one and one-half (1 1/2) times the regular rate, the next 4 hours at two (2) times the regular rate and the next 4 hours at two and one-half (2 1/2) times the regular rate.

An employee working a scheduled overtime shift shall be paid as follows: the first 12 hours at one and one-half (1 1/2) times the regular rate, the next 4 hours at two (2) times the regular rate and the next 8 hours at two and one-half (2 1/2) times the regular rate (provided this overtime does not run into the next regular shift).

5.8 Employees who work overtime will have the option of being paid at the applicable overtime rates or accumulating banked time for the actual hours worked at straight time and be paid the applicable rate in excess of the straight time rate at the time it is earned.

Management reserves the right to limit accumulated time on either an individual or a crew basis, however, all employees will be allowed to bank at least forty (40) hours. Banked time off may be cancelled at any time, with no notice, at the discretion

of the Company. Some examples where banked time off may not be allowed would include, but not be limited to, the following circumstances:

- a. times of high backlog.
- b. When overtime is required as follows:
 1. emergency work;
 2. scheduled turnarounds;
 3. plant shutdowns, scheduled and unscheduled;
 4. when the crew or unit is working overtime on required backlog work.
- c. during peak vacation times as follows:
 1. June 15 through September long weekend;
 2. December 15 through January 5th;
 3. Easter;
 4. Spring Break (one week).
- d. when training time is required.

Accumulated banked time, in excess of forty (40) hours, will be paid out by May 1. The Company may, at its discretion, allow employees to carry over any number of banked hours past the May 1 deadline.

This will in no way effect the present Relief program and Operations original Banked Time System.

5.9 The Twelve Hour Shift Relief Program

The Relief Program is in effect to compensate all operators for working eighty-four hours in a pay period. A relief operator will be available to replace each operator on the day shift either Monday and Tuesday or Wednesday and Thursday once every twelve weeks according to the regular schedule. The operator relieved will then have time off for seven consecutive days this being his "Banked Week Off", and will not be on call or scheduled into work for any portion of that time unless the operator volunteers.

An operator who is temporarily transferred to another job outside the twelve hour shift schedule will

have the following option: The operator may take his accumulated banked time and his full banked week off or take the hours off that the accumulated banked time covers and work the remainder of that week at regular time. The Company will make every effort to have those operators who are on temporary transfer to another shift schedule back on twelve hour shifts for their BankedWeek Off.

**5.10 Banking Time and The Relief Schedule
(For The Twelve Hour Shift Worker)**

Four hours every pay period will be "banked" by the Company for each operator. This time will be banked on the first day shift of the pay period that is not a statutory holiday. Banked time will be accumulated even though there is absenteeism in order that the full twenty hours will be banked in every twelve week cycle. Should vacation or absenteeism encompass the entire pay period no time will be banked for the pay period. Any operator who is on temporary transfer to another job outside of the twelve hour shift schedule will have the option of banking extra time in the pay period before and the pay period after the transfer to achieve the required number of hours. The schedule for the relief program will be agreed to by both parties and will be posted on the applicable notice boards. Banked time must be taken or paid by the end of each twelve week cycle with no carryover.

1. If during the cycle there is no relief operator to cover the banked days off, the Company will give operators the option of receiving his banked time at his regular rate and working his banked days off at one and one-half times his regular rate or have the Company arrange to cover their banked days off with another qualified operator working overtime.
2. The Company may, due to operational requirements, cancel an operator's banked week off

by giving that operator two weeks notice in writing and paying the operator's accumulated banked time at one and one-half times their regular rate.

3. In situations where there is a potential of loss of life, limb or sight or danger of damage to Company property, the Company may cancel an operator's banked week off without notice by paying the operator's banked time at one and one-half times their regular rate.

4. Should an operator's banked days off fall on a statutory holiday, he will receive eight hours statutory holiday pay, and his banked time, twelve hours at his regular rate for that day.

5. Should an operator's banked days off fall on a statutory holiday and there is no relief operator to work his banked days off and the operator elects to work his banked days off, he will receive eight hours statutory holiday pay, his banked time, twelve hours at his regular rate for working the holiday.

6. If banked time is to be taken along with vacation days it will be taken at the beginning or the end of the vacation period.

5.11 For day workers, normally eight (8) consecutive hours prior to the beginning of the day shift (0800 to 1630 hours) is considered rest time.

Should the normal rest time for a day worker be infringed upon by two (2) hours, the employee will be allowed equivalent time off for the actual hours worked, from his regular straight time scheduled shift only, on the next calendar day only, up to a maximum of four (4) hours, at the employee's regular rate.

This time off will be taken either at the beginning or at the end of the employee's next regular shift at his preference. Should the Company, due to operational requirements, require the employee to work, the employee will be paid two (2) times his regular rate up to four (4) hours.

Early reporting of two hours or less for the scheduled day shift do not qualify for rest time hours in conformity with the above two hours exclusion only.

CLASSIFICATION AND WAGE RATES

6.1 Job classifications of the employees covered by this Agreement, and hourly wage rates for each of these classifications are indicated on the attached Appendix "B", which is part of this Agreement, entitled "Hourly Wage Rates—Job Classification Chart".

6.2 When an employee is required to work and assume the responsibility of a job in a classification that pays a higher rate than his assigned classification he shall be paid the higher rate for all hours worked in that higher classification. This provision does not apply during training.

6.3 When any employee is demoted and is required to work and assume the responsibility of a job in a classification that pays a lower rate than his assigned classification, he shall be paid the lower rate for all hours worked in that lower classification.

No employee may be demoted to a lower job classification or lower rate of pay due to circumstances beyond his control such as plant turnaround or temporary plant shutdown.

In case of a unit shutting down, or a crew being reduced, the employees will retain their regular rate of pay for the first twenty (20) working days of the employee concerned, after the unit has been closed down. The employee will be notified in writing at the commencement of this twenty (20) working days maintenance of rate period.

For employees assigned to work a twelve (12) hour shift schedule, in the event of a unit shutting down, the employee will retain his regular rate of pay for the first fourteen (14) working days of the employee

concerned, after the unit has been closed down. The employee will be notified in writing at the commencement of this fourteen (14) working days maintenance of rate period.

Maintenance of rates will not apply to individuals being recalled from layoff after 30 calendar days.

6.4 The wages due each employee shall be paid to him every second Friday. If the regular payday falls on a holiday, the employee will be paid on the day preceding the holiday when practical to do so. All permanent employees' wages will be deposited in a central Brandon bank for deposit into a financial institution of the employee's choice.

6.5 As long as an employee is receiving the pay for the classification to which he is scheduled, he may be temporarily assigned to do any job for which he has been qualified, or for which no qualification is required. Preference will be exercised to keep the employee within his own unit or normal work area.

Such assignments shall not be made as a punitive measure.

6.6 In order to increase the efficient and effective use of manpower, the Company and the Union agree to implement a working Lead Hand system.

The following will apply.

The Area Supervisor, or his designate, will determine if a working Lead Hand would be beneficial on a particular job. This will then be discussed by the foreman with his particular crew.

The group will then put forward the name of the person they would like to have as working Lead Hand. Upon failure to put forward a name, the foreman shall appoint the Lead Hand.

The working Lead Hand's primary function is to

assist the crew in performing a task, along with organizing the work, as well as calling out additional manpower or services as required.

The Lead Hand will be paid the regular rate of pay he would normally be entitled to plus fifty (.50) cents an hour.

6.7 As determined by the Area Supervisor, an individual who will be in a temporary classification for a time period of at least four (4) months, will receive the temporary rate of pay for Statutory Holiday, Vacation and Accident and Sickness claims.

6.8 An operator on the same shift may be assigned to cover for a higher classification operator on the same shift when relief is required, without any penalties payable to more senior employees on other shifts, for vacation and training of no more than three (3) weeks: for sickness, injury, leave of absence, banked time/days or special projects, no more than one (1) week will apply.

ARTICLE VII

STATUTORY HOLIDAYS

RATES OF PAY FOR 24 HOURS

8 HR DAY WORKER

	Reg	1.5	2.0	2.5	3.0	Stat
Schd during normal work week		8			15.5*	8
Schd outside normal week			8		15.5*	8
Stat Call-out			8		16	8

*reflects unpaid lunch break

12 HR SHIFT WORKER

	Reg	1.5	2.0	2.5	3.0	Stat
Schd 12 hr during regular shift Hold Over		12			12	8
Schd 12 hr O/T outside reg shift + Hold Over			12		12	8
Stat Call-out			12		12	8

7.1 The Company recognizes only the following holidays:

1. New Year's Day

2. Good Friday
3. Heritage Day (to coincide with a Brandon School Division In-service or Administration Day on a Friday or Monday in February. In the absence of said days the holiday will be the second Friday of the Month).
4. Victoria Day
5. Canada Day
6. Civic Holiday (August)
7. Labour Day
8. Thanksgiving Day
9. Remembrance Day
10. Christmas Day
11. Boxing Day

7.2 For day workers, and non-continuous shift workers, if any of the foregoing holidays occur on Sunday they will be observed the following Monday, with the exception of Remembrance Day. If any of the foregoing holidays fall on a Saturday they will be observed on the preceding Friday, again, with the exception of Remembrance Day. For continuous shift workers, the holiday will always be observed on the day it is proclaimed. All continuous shift workers will report for work if scheduled to do so on Statutory Holidays and will be paid under the provisions of Paragraph 7.5 of this section.

7.3 Each of the above holidays shall extend from 0001 hours on the morning of the holiday being observed to 2359 hours of the same day.

7.4 An employee shall receive eight (8) hours' pay at his permanent job classification rate (excluding shift differentials) for a holiday above specified and not worked, whether it falls on his scheduled day off or not. An employee who is temporarily working in a higher classification job will receive the higher rate

provided he works the shift before and after the holiday.
See Article 6.7.

7.5 A day worker who is required to work on the above mentioned holiday during his normal work week shall receive *one and one-half (1 1/2)* times his regular rate of pay plus his statutory holiday pay. Such premium pay shall not be used to **offset** payment of true overtime hours worked as it applies to **eight (8)** within twenty-four **(24)** hours.

A **12** hour shift worker assigned to work a twelve **(12)** hour shift schedule and required to work on the above mentioned statutory holidays, shall receive one and one-half **(1 1/2)** ~~times the~~ regular rate of pay ~~plus~~ the statutory holiday pay. Such premium pay shall not be used to **offset** payment of true overtime hours worked as it applies to **twelve (12)** within twenty-four **(24)** hours.

A day worker who is scheduled to work true overtime hours on a statutory holiday shall be paid at two **(2)** times his regular rate for such hours worked up to a total of **eight (8)** hours. If such employee is held over and works more than **eight (8)** hours on the statutory holiday he shall be paid three **(3)** times his regular rate for all such hours in excess of **eight (8)**.

A **12** hour shift worker who is scheduled to work true overtime hours on a statutory holiday shall **be** paid at two **(2)** times the regular rate for such hours worked up to a total of **twelve (12)** hours. If such employee is held over and works more than **twelve (12)** hours on the statutory holiday he shall be paid three **(3)** times the regular rate for all such hours worked in excess of **twelve (12)**.

Examples (See Table, Article VII)

a) 8 Hour Day Worker

An employee who is scheduled to work a statutory holiday on a regular shift and is held over will **be** paid

as follows: the first 8 hours at one and one-half (1 1/2) times the regular rate and the next 15 1/2 hours at three (3) times the regular rate.

An employee who is scheduled to work a statutory holiday not on a regular shift and is held over will be paid as follows: the first 8 hours at two (2) times the regular rate and the next 15 1/2 hours at three (3) times the regular rate.

b) 12 Hour Shift Worker

An employee who is scheduled to work a statutory holiday on a regular shift and is held over will be paid as follows: the first 12 hours at one and one-half (1 1/2) times the regular rate and the next 12 hours at three (3) times the regular rate.

An employee who is scheduled to work a statutory holiday not on a regular shift and is held over will be paid as follows: the first 12 hours at two (2) times the regular rate and the next 12 hours at three (3) times the regular rate.

A day worker who is called out to work on a statutory holiday will be paid a minimum of four (4) hours at two (2) times the regular rate of pay for such hours worked up to a total of eight (8) hours. An employee working more than eight (8) hours on such call-out will be paid three (3) times the regular rate of pay for such hours worked in excess of eight (8).

A 12 hour shift employee who is called out to work on a statutory holiday will be paid a minimum of four (4) hours at two (2) times the regular rate of pay for such hours worked up to a total of twelve (12) hours. An employee working more than twelve (12) hours on such call-out will be paid three (3) times the regular rate of pay for such hours worked in excess of twelve (12).

Examples (see Table, Article VII)

a) 8 Hour Day Worker

When an employee is called out to work on a statutory holiday, the hours worked will be paid as follows: the first 8 hours will be at two (2) times the regular rate and the next 16 hours will be at three (3) times the regular rate.

b) 12 Hour Shift Worker

When an employee is called out to work on a statutory holiday, the hours worked will be paid as follows: the first 12 hours will be at two (2) times the regular rate and the next 12 hours will be at three (3) times the regular rate.

7.6 In order to qualify for pay on a holiday not worked, a permanent or probationary employee must have worked his scheduled shift on the day prior to the holiday and his scheduled shift on the next scheduled day following the holiday, unless he has an excused absence. If an employee is temporarily laid off within seven (7) calendar days of a holiday, he will receive his holiday pay if he otherwise qualifies. Any employee on an extended written leave of absence will not qualify for holiday pay.

Casual or temporary employees will be governed by the full provisions of the Manitoba Employment Standards Act pertaining to seven (7) Statutory Holidays which states an employee must work fifteen (15) working days in the thirty (30) days immediately prior to the statutory holiday, in full or in part to qualify for the statutory holiday pay. This will also apply to Statutory Holidays which are provided for Heritage Day, Civic Holiday (August), Remembrance Day and Boxing Day.

7.7 Any employee who is scheduled to work on the foregoing holidays and who fails to report for work, shall forfeit any compensation thereof.

ARTICLE VIII

VACATIONS

8.1 Length of Vacation:

a) An employee who has completed less than one (1) year of service on the 1st of May, shall be allowed one (1) day of vacation with pay, for each complete month of continuous service, up to a maximum of ten (10) days. An employee on the twelve (12) hour shift schedule will receive eight (8) hours' vacation with pay for each complete month up to a maximum of eighty (80) hours.

b) An employee who has completed at least one (1) year of continuous service shall be allowed two (2) weeks' vacation with pay. An employee on the twelve (12) hour shift schedule will receive eighty (80) hours vacation with pay.

c) An employee who has completed at least three (3) years of continuous service shall be allowed three (3) weeks' vacation with pay. An employee on the twelve (12) hour shift schedule will receive one hundred and twenty (120) hours vacation with pay.

d) An employee who has completed at least ten (10) years of continuous service shall be allowed four (4) weeks' vacation with pay. An employee on the twelve (12) hour shift schedule will receive one hundred and sixty (160) hours vacation with pay.

e) An employee who has completed at least twenty (20) years of continuous service shall be allowed five (5) weeks' vacation with pay. An employee on the twelve (12) hour shift schedule will receive two hundred (200) hours vacation with pay.

8.2 Vacation shall be booked during the calendar year to qualified employees within a group structure, according to plant seniority and will change on a rotational basis from year to year. New employees

will be placed at the bottom of a group in which there has been a displacement relative to their job. Groups will be structured as follows:

Operations: (4 employees per job classification)(crew within a unit):Maintenance:(5 employees per group). One employee, in any group which has five employees, will be allowed a three week overlap. Laboratory: (any two employees), Stores and Tool Crib: (1 employee).

Deviations from the above shall be considered by mutual consent.

A vacation booking form will be issued to all supervision prior to March 1st of each year to obtain the employees' written request for vacation.

The anniversary date for vacations shall be May 1st of each year.

The vacations of the Company staff will have no bearing on the hourly paid employees' vacation except where such employee may act as a temporary foreman.

All vacations must be booked before April 1st of each year and must be confirmed by the Company before May 1st. After confirmation, a vacation change can only be made by mutual consent.

A vacation may be split. Vacations shall not be taken in units of less than one (1) day or, twelve (12) hours for a continuous shift worker. There will be, however, a three week limit for vacation taken during the prime time of July and August unless all other employees in that group have no objections.

It is agreed that no 12 hour shift worker will be required to work overtime during the Christmas season to cover another individual's vacation. For the purposes of this paragraph, the Christmas season will be assumed to be December 23 through December 28th.

Vacations during this period will only be granted if mutually acceptable arrangements can be made **between** all parties involved. Applicable rates will be paid to those who agree to work during this period.

8.3 Vacation Pay

(a) An employee shall receive an amount equal to forty (40) hours' pay at his regular rate for each week of vacation to which he is entitled. An employee who has completed twenty-five (25) calendar days in a job bid position will receive the rate of that position, for his vacation pay.

(b) Vacation pay will be requested on the applicable form for the length of vacation to be taken.

8.4 General

(a) Vacations shall not be cumulative from year to year.

In order to facilitate arrangements for employees contemplating a long vacation trip, the following will apply. If otherwise entitled, any employee must take as vacation two weeks of vacation. If otherwise entitled to more than two weeks' vacation, an employee may opt to take his vacation pay for any weeks or week, in excess of two weeks, and work his regular schedule at his regular rate of pay in lieu. Such vacation pay will be paid at the time of taking the regular vacation. Any employee exercising this option will be granted equivalent vacation leave in the succeeding year only, without pay, at his sole and only option and discretion, the timing of such vacation leave only to be subject to operational requirements. In any event, if the employee gives the Company at least three months' notice of his intention to take this equivalent vacation leave, once confirmed such leave will not be revoked. The Company will advise the employee within ten (10) calendar days of the vacation leave request.

(b) In the absence of an objection from the Company or the Union, a vacation may be postponed or rescheduled for a later date in case of sickness occurring prior to the scheduled date, but no allowance will be made for sickness occurring during a vacation. Should an individual qualify for Accident and Sickness

insurance due to injury, the remaining amount of vacation may be cancelled and rescheduled.

(c) On termination of employment an employee eligible for two (2) weeks' vacation will receive an amount equal to four percent (4%) of wages and an employee eligible for three (3) weeks' vacation will receive an amount equal to six percent (6%) of wages, and an employee eligible for four (4) weeks' vacation will receive an amount equal to eight percent (8%) of wages, and an employee eligible for five (5) weeks' vacation will receive an amount equal to ten percent (10%) of wages. ~~See~~ Article 6.7.

8.5 Vacation Starting Time:

An employee's vacation will start at the end of his last regular scheduled shift and end at the start of his first regular scheduled shift after his vacation. However, the employee may remain at work, or be called to work if he does not object.

ARTICLE IX

DISCHARGE AND DISCIPLINARY PROCEDURE

9.1 The Company will not discharge a permanent employee without just and reasonable cause. At least one (1) warning notice, in writing, must be given to the employee and the Union for any infraction with the exception that no warning notice need be given to the employee before he is discharged if it is in violation of the Company's rules that is cause for immediate dismissal.

9.2 All warning notices issued by the Company to an employee must be issued within thirty-six (36) regular working hours of its knowledge of an infraction, holidays and the concerned party's days off excluded, whether scheduled or unscheduled. The time frame may be extended by mutual agreement of the parties. Constructive Guidances are not warning notices in this context and are not to be considered discipline. Constructive Guidances are to be used as a reminder/coaching tool for employees.

Copies of all warning notices, constructive guidances and commendations will be made available to the Union Chief Shop Steward, to be delivered through the plant mail, on the same day of issuing.

9.3 All permanent employees discharged will be given a notice of termination by the Company with an additional copy marked "Union".

9.4 At the time of discharge, a Union Officer will be notified and permitted a private interview with the affected employee. Notification of a Union Officer will be made in the following sequence: first, the Chief Steward; if unavailable, the Union President; if unavailable, the Union Vice President; and if unavailable, the Union Steward working the shift.

9.5 When a meeting is required between the Company and the employee for the purpose of issuing any disciplinary action or discharge, a Union Officer will be present. A Union Officer will also be present at the point in an investigation when the Company realizes corrective action will be taken against an employee. It is understood that the Company, Union and employees will cooperate in the disclosure of all facts to ensure prompt disposal of all grievances in an amicable manner.

9.6 Beginning July 1, 1995, all copies of reprimands, constructive guidances, and commendations will remain in effect in the individual's personnel file for a period of forty-eight (48) months after which time they will be returned to the employee. All copies of suspensions will remain in effect in the individual's personnel file.

9.7 When a permanent employee is suspended for more than two (2) weeks or discharged, the Union may, within one (1) week of notice of such suspension or termination, invoke this clause and the employee will be reinstated until any such grievance or arbitration process is resolved. The following are examples, however, but not all inclusive of, situations where this request will not be granted:

- a) fighting - on Company time and/or premises;
- b) theft and fraud - on Company time and/or premises;
- c) insubordination or concerted refusal to perform assigned work;
- d) circumstances presenting a danger to the safety of employees or equipment in the plant;
- e) possession of firearms or weapons; or
- f) willful endangerment to Company property or employees.

Should the employee be reinstated, he/she may be reassigned to other duties at the discretion of the Company, but in conjunction with the Union, at the applicable rate of pay. At no time will this rate of pay be lower than the "L" rate. Should an employee who is reinstated under this Article, violate Company rules or perform their job in a substandard manner, the Company may terminate. Should this occur, the employee would have no opportunity for reinstatement under this Article. Any penalty or variation of penalty which is upheld by the arbitrator shall be served by the employee after the date on which the arbitration award was received by the parties.

9.8 Articles 10.2 and 10.3 will apply in the case of discharge.

ARTICLE X

VOLUNTARY TERMINATION

10.1 Employees, except twelve (12) hour shift workers, may terminate their employment with the Company by giving a minimum of two (2) hours' notice of their intent to quit. The twelve (12) hour shift employees must complete the shift in which he gives his notice of termination.

10.2 Pay cheques, accrued vacation pay, and all other monies due to an employee upon termination, will be made ready by Accounting within five (5) calendar days of the last day actually worked, and upon request, shall be mailed to a designated address.

10.3 Employees terminating their employment will report to the Human Resources Department by arrangement with their immediate supervisor. All employees **must** turn in all equipment checked out, and discharge all financial obligations to the Company, before his final pay cheque is released.

ARTICLE XI

PHYSICAL CAPABILITY

11.1 Each new permanent employee will submit to a physical examination by a medical practitioner designated by the Company at Company expense. Such examination will be confirmed within seven (7) working days of the start of employment, and will be conducted during the employee's probationary period.

11.2 If so requested by the Company, any employee may be required at any time to submit to a physical examination and submit an examination certificate from a medical practitioner designated by the Company. The reason for such a request shall be given to the employee in writing. The examination to be on Company time, at the employee's regular rate.

11.3 The Company will endeavor to find employment which is suitable in the opinion of a duly qualified medical practitioner, for any employee who becomes temporarily or permanently unable to perform his regular work due to age, disease, accident, sickness or other causes beyond his control. Plant seniority will determine competing claims for specific jobs.

By mutual consent the handicapped employee may be placed disregarding the seniority provisions of the contract, except that said employee may not be assigned to a position permanently occupied by another employee.

11.4 Employees who are habitually absent from work due to a non-occupational illness or physical impairment shall, at the request of the Company, furnish proof of such illness by an accredited medical practitioner before he is readmitted to work.

11.5 In the event of a controversy arising from the decision of the medical practitioner selected by the Company, the Union may select a medical practitioner to make an examination of the employee at their expense, and in the event of a difference of opinion on the part of the two (2) medical practitioners, the two medical practitioners shall mutually select a member of the medical profession to re-examine the employee and the decision of the majority shall govern. Expenses of the third medical practitioner shall be paid in equal proportion by the Company and the Union.

11.6 When an employee is required to leave his job to visit the medical practitioner regarding treatment for an industrial accident new or old, that has occurred during employment with Simplot Canada Limited, he will be paid his straight time regular rate for time lost that scheduled day, provided, however, that lost time is not covered by Workers Compensation Act, does not exceed eight (8) hours, and provided, he makes arrangement with his foreman that he must visit the medical practitioner, and the Company makes, or confirms, the appointment with the medical practitioner. Employees are normally expected to attend such appointments outside normal working hours. Such employee will be paid one (1) hour at his regular rate, which will not be counted as work time.

11.7 An individual will not be terminated while on Workers Compensation until there is no reasonable expectation of his returning to the employment with the Company.

11.8 When an employee is unable to return to work due to compensable injury, in accordance with Article 11.3 and 11.7, the following will take place. The employee will be terminated. He or she will continue to receive Blue Cross benefits, at the Company's cost,

for a period of two years (**24** months) from the time of termination. He or she will also receive a paid life insurance policy for \$5000.00 that will continue in force for his or her life time. The Company will have no other obligation other than those stated above and those outlined in the Pension Plan Document.

ARTICLE XII

SAFETY AND HEALTH

12.1 The Company and the Union mutually agree to co-operate in attaining a high standard of safety and health practices, in order to prevent occupational and non-occupational injuries and illnesses.

The Company and the Union mutually agree to continue to develop and provide information to the Workplace Safety and Health Committee and the employees of measures and precautions to be taken regarding known hazardous substances and installations of new equipment.

12.2 The Safety Department, after thorough investigation, will determine the extent and nature of all safety and fire equipment that may be necessary for the safe performance of work.

12.3 The Workplace Safety and Health Committee shall meet bimonthly and will be composed of a minimum of eight members with equal representation from the Union and Management. This committee will review Safety and Health concerns as may be required and make recommendations to improve the Safety and Health program.

An inspection committee composed of one Union committee member, the Safety Co-ordinator, and the Superintendent of the area to be inspected, will make area inspections monthly. The Company shall pay members of this committee at the applicable rate while performing services in connection with the inspection and meeting, provided, however, that the total shall not exceed eight (8) hours' pay per month per committee member, at his regular rate of pay.

A Company Safety Committee member and a Union Safety Committee member will inspect any new work process or equipment together and return safety recommendations to the Workplace Safety and Health Committee.

Members of the Workplace Safety & Health committee will be granted, subject to operational requirements, up to sixteen (16) hours Company paid educational leave to attend Workplace Safety & Health Committee approved schools and seminars.

12.4 Employees who require prescription safety spectacles will be provided with them at Company expense. A prescription form over two (2) years old will not be acceptable. Vision changes and new prescription forms will authorize new safety spectacles regardless of the time lapse. Safety spectacles damaged or destroyed in the performance of work will be replaced by the Company. Safety spectacles lost will be replaced at the expense of the employee. Employees' prescription safety spectacles will become the personal property of the employee upon his termination.

Prescription safety spectacles will be charged to an employee upon his voluntary termination if he leaves the employ of the Company within one (1) month from the date of the requisition for safety spectacles which was made on his behalf. This does not apply to safety spectacles broken or lost while at work for the Company on Company premises.

12.5 All employees must wear CSA approved safety shoes at all times when in the plant area. The Company will supply leather safety shoes on a "need" basis. Employees are responsible for maintaining these shoes in good condition. Violations of this requirement will be considered as a violation of the Company safety program.

The Company will provide gloves on a "need basis. The employees are responsible for keeping gloves in as good condition as is possible and will keep these gloves on the plant site. The Company and Union agree to monitor and address any problems that may arise.

12.6 Safety Meetings will be held at least once per month by each foreman for his work group. All personnel in these groups are required to attend. The programs shall be co-ordinated by the Safety Co-ordinator, but prepared and directed by the individual foreman concerned. The program shall be designed to promote safety education and to utilize Plant safety experience as a further educational guide.

Employees assigned to work a twelve (12) hour shift schedule will attend Safety meetings on the employees scheduled hours off, if necessary, at one and one-half (1 1/2) times regular pay.

12.7 No employee shall be required to perform services that endanger his physical safety beyond normal requirements of his job and his refusal to do so shall not constitute a basis for discharge or any other disciplinary action, if he gives his reason for refusing. In all cases of refusal, an immediate conference with the Safety Co-ordinator, official union representative, worker involved and supervision shall be held to determine whether or not an unduly hazardous condition does exist, and if so, what can be done. If a mutual agreement cannot be reached among the parties, then the Workplace Safety and Health Committee will be called together for consultations. If the condition remains unresolved the worker should report the condition to a Provincial Workplace Safety and Health Officer under the provision of the Manitoba Workplace Safety and Health Act.

12.8 Employees who have been designated to serve on the Fire & Rescue Squad will receive at least 48 hours of Fire & Rescue training per contract year on their regular scheduled hours off if necessary, at one and one-half (1 1/2) times regular rate of pay. Persons who are used as operator relief foremen must attend fire & rescue practices. All employees designated by the Company will be required to serve on the Fire and Rescue Squad and are subject to call-outs. In the event of call-outs pertaining to Fire & Rescue, all employees on duty will be paid one and one half (1 1/2) times "A" rate for each hour worked with a minimum of one (1) hour.

When there is no call-out for an in plant emergency situation, all employees responding will receive "A" rate for each hour worked during the emergency.

Each member of the Fire & Rescue Crew will receive a bonus of Thirty Dollars (\$30) if on duty at the plant at the time of actually physically conducting fire suppression or rescue techniques in a real emergency, and a bonus of Sixty Dollars (\$60) if called out for active duty. Fire and Rescue Crew members that respond will be paid a bonus of Ten Dollars (\$10) for responding. This bonus does not apply to false alarms.

Duties performed by operating personnel as part of their regular job are not considered Fire & Rescue work and do not entitle the operator to bonus pay or one and one half (1 1/2) times "A" rate for each hour worked.

When the Fire & Rescue Crew are actively responding to an emergency call, each member will then be covered by accidental death insurance for the sum of Ten Thousand Dollars (\$10,000) in addition to all existing insurance provided by the Company.

12.9 All employees must wear the safety equipment specified in the Company Safety Procedures. Failure to do so will constitute a violation

of these procedures. Each employee will be issued a manual of Company Safety Codes.

12.10 The affected employee will be involved in his Accident Investigation. The Union will have representation at all Safety and/or Accident Investigations. The results of the investigation will be discussed at the regular meeting of the Workplace Safety and Health Committee.

12.11 The worker co-chairperson of the Safety and Health Committee or his designate shall accompany a Provincial Government Safety and Health Officer during any inspection.

ARTICLE XIII

LEAVE OF ABSENCE

13.1 All leaves of absence must be requested in writing on a form provided by the Human Resources Department and must be approved by the Department Head and the Human Resources Manager. No leaves of absence shall be granted by any other channel or direction. "Group" leave of absence for Union business must be requested on a single leave of absence form.

13.2 A personal leave of absence made necessary by an emergency in the immediate family of an employee will be granted upon written request from the employee and approval by the Company.

13.3 Personal leaves of absence which are not the result of an emergency within an employee's immediate family, will be granted on the written request of the employee when in the opinion of the Company, such leaves do not result in undue interference with the normal operations of the plant. The Company will notify the employee of the length and conditions of the leave granted. The Company will not grant a work leave of absence.

13.4 Union leaves of absence without pay to attend Union meetings and annual conventions aggregating not more than thirty (30) calendar days per year, per person, will be granted during the period of this Agreement, predicated upon at least one (1) week notice to the Company prior to departure. No more than six (6) employees will be granted simultaneous leaves under the provision. Simultaneous leaves will not be granted if they would disrupt any of the plant's operations.

13.5 The Company may grant a leave of absence, without pay, to two (2) employees for the purpose of engaging in Union business off the Company property. Such leave must be requested in writing by the employee and the Union giving at least one (1) week notice. Such leave of absence will not extend beyond the life of this Agreement.

13.6 In the event of the death of a member of an employee's immediate family, such employee will be granted up to twenty-four (24) hours with pay at his regular rate, PROVIDED, HOWEVER, that the employee must attend the funeral and at such time shall not be counted as having worked and must be requested on the proper form (Personnel Occurrence Report - Number 19). An employee may apply for, and will be granted additional time off work, up to twenty-four (24) hours, without pay when travel requirements so cause. Such payment of time shall not apply to employees while on vacation, layoff, or leave of absence.

13.7 The immediate family of an employee shall include Father, Mother, Spouse, Children, Brother, Sister, Mother-in-law, Father-in-law, Son-in-law and Daughter-in-law. If (s)he is unable to attend the funeral of an immediate family member, (s)he will be granted one day bereavement pay to be taken on the day of the funeral.

One (1) day with pay will be granted to the employee if he or she attends the funeral of the employee's grandparents.

13.8 Should an employee be required to report for jury duty on his regular work day and produces a satisfactory statement that he did so report, he will be paid the difference between eight (8) hours' pay at his regular rate and the jury duty pay received by him for

that day. For an employee assigned to work a twelve (12) hour shift schedule the difference will be between twelve (12) hours' pay at his regular rate and the jury duty pay received by him for that day.

ARTICLE XIV

SENIORITY

General: The parties recognize that Job Opportunity and security should increase in proportion to length of service. It is, therefore, agreed that in all cases, job training, vacancies, promotions, transfers, layoffs, employees shall be entitled to preference according to their length of service.

In recognition, however, of the responsibility of the management for the efficient operation of the plant, it is agreed that in all such cases management shall have the right to pass over an employee if the employee is not qualified to fill the normal requirements of the job. The Union will be notified before the job is filled.

14.1 There shall be two types of seniority, namely job seniority and plant seniority.

14.2 (a) Job Seniority is the length of continuous service in one of the permanent job classifications A, B, or C, within a specific unit. Job seniority begins when an employee is permanently assigned to one of these classifications. Job seniority is not transferable between units.

(b) Plant Seniority is the length of continuous service as a permanent employee, or an apprentice, at the Company's plant at Brandon, Manitoba.

14.3 A permanent employee shall maintain his job seniority and plant seniority:

- (a) During layoff up to twelve (12) months.
- (b) During authorized leave of absence.
- (c) Up to twelve (12) months if an employee is transferred out of the Bargaining Unit, but remains an employee of Simplot Canada Limited.

14.4 A permanent employee shall lose his job seniority and plant seniority:

- (a) If the employee quits voluntarily.
- (b) If the employee is discharged for just and reasonable cause.
- (c) If the employee is laid off and fails to return to work within seven (7) calendar days after he has been notified to do so by the Company by priority post to his last known address, unless he gives a reason satisfactory to the Company for such failure to return to work.
- (d) After expiry of the time provisions in 14.3 (a) and (c).
- (e) Upon retirement.

14.5 Layoff from the plant will be from the casual help, followed by the "L" classification, governed only by plant seniority. In the event of a reduction in any crew, unit or department, the employees will be demoted in the reverse order of the line of normal progression as shown on Appendix "A" to the "L" classification, job seniority deciding. First demoted from a crew will be apprentices.

"L" classification employees are not considered attached to any crew, unit or department, but form a plant-wide labour pool. Any job seniority in a higher classification will always be deemed senior to any seniority in a lower classification, within the same unit.

14.6 Recall to work after layoff will normally be governed by plant seniority, and recall will normally be to the "L" classification. Remanning of the crews will be along the normal lines of progression within that unit, job seniority being the deciding factor.

14.7 All employees recalled shall be given seventy-two (72) hours from delivery of Priority Post letter in which to report to the Company their intent to

return to work. If they do not reply within this time limit, they will be terminated. After notification and confirmation, failure to report to work within seven (7) calendar days shall automatically terminate an employee's seniority, unless he gives a reason satisfactory to the Company for such failure to return to work. Notification shall be Priority Post to the employee's last known address.

14.8 Each employee will keep the Company informed of his current address and telephone number.

14.9 The Union shall be given notice of the layoffs in writing prior to notification to the employees affected.

All permanent employees shall be given a minimum of three (3) working days' notice of layoff by the Company, in writing, or pay in lieu.

14.10 Any employee hired into a permanent position as a (8 Hour) day worker, or an apprentice, will serve a sixty (60) working day probationary period.

Any employee hired into a permanent position as a continuous shift worker will serve a fifty (50) working day probationary period, but may be confirmed a permanent employee after forty (40) working days if his progress is satisfactory. If a continuous shift worker's probationary period is extended beyond forty (40) days by the Company, the continuous shift worker will be notified, in writing, (P.O.R.), stating the reason for such extension.

A probationary period may be extended by mutual agreement between the Company and the Union. Any such extension must be requested, in writing, at least seven (7) calendar days prior to the completion date of the probationary employee's probationary period and this request must be for a specified period of time.

Benefits will commence on the 60th day for the 8 hour day worker and on the 40th day of the probationary period for the shift worker.

A probationary employee may be released at the sole discretion of the Company if deemed to be unsuitable. A justification in writing for the release of a probationary employee must be provided to the Union upon request.

14.11 When a vacancy occurs in an existing classification and there are no qualified employees available for promotion from the next lower classification in the normal line of progression in which the vacancy exists, the Company will make the vacancy available to employees by a bid notice on the bulletin board. The bid notice will show the job title, rate of pay and qualifications required to fill the vacancy. Such notice will be posted for five (5) days on all Company bulletin boards excluding Saturday, Sunday and holidays and all employees desiring to bid will sign a sealed bid and present this to the Human Resources Manager. All bids must be turned into the Human Resources Manager's office during the time of the bid posting. Any employee who is unavailable for the bid because of absence due to illness, scheduled days off or vacation must be contacted by the Human Resources Department prior to the closing of the bid to ascertain if they wish to submit a written bid. These bids must be submitted within forty-eight (48) hours after the employee has been contacted. The job will be awarded to the senior qualified bidder, based upon plant seniority.

The successful bidder will receive the necessary training and, if the position does not require relief work, the employee will be returned to his regular position to await the permanent vacancy. The trainee once accepted will be in the line of progression in which he has been trained. The trainee must accept promotion

into the permanent relief job for which he has been trained when it is available.

14.12 All seniority lists shall be updated on December 31 and June 30 and posted on all bulletin boards by January 15 and July 15 of each year. Employees will have thirty (30) calendar days after the posting of this list in which to protest and after that time seniority as shown on such lists shall become final. The Union will be provided with a copy of these lists.

14.13 (a) A crew is made up of one or more employees assigned to a job classification, on one shift, within a unit. There can be more than one crew within a unit.

(b) A department is one of the two (2) specific departments shown on Appendix "A".

(c) A unit is one of the seven (7) specific units shown on Appendix "A" to which one or more crews may be assigned, comprising one or more job classifications.

14.14 Casual Employee

An employee who is hired for work of a temporary nature will be classified as a casual employee. A casual employee will not replace a permanent position for other than vacation relief. Casual employees do not acquire seniority or bidding rights. Any casual employee promoted to a permanent position will serve the normal probationary period. Any time spent working in the position that he is being permanently hired for will be credited to the probationary period. Casual employees will not be used as safety watchers. Casual employees are not entitled to benefits of any kind except as otherwise expressly provided for by this Agreement. The following provisions will apply to the indicated categories below.

a) Irrigation Casuals

By February 1 of each year the Company will notify the Union of the anticipated irrigation manpower for the upcoming year. As the workload fluctuates, layoffs will be governed by job seniority within the Irrigation Casual group. This seniority applies only to layoffs and recall. They do not, under any circumstances, acquire plant seniority. The Company will notify the Union of the reason why a casual was not recalled by job seniority, Article 14.16 will apply.

After one year of cumulative service, or as otherwise noted, the following benefits will be available to the casual irrigation employee, while employed by the Company:

Gloves (Article XII) immediately
Boots (Article XII) after six (6) months
cumulative service
A, D & D (Article XXI)
Pension (Article XIX) (19.1 only)
Dental Plan (Article XXIII)
Medical Insurance (Article XXII)

These benefits will begin on the first day of the month following the anniversary date of the cumulative year. These benefits will be discontinued on the day that the casual employee ceases work for the Company.

b) Casual Maintenance Tradesperson/Helper

When the need arises the Company will notify the Union of the anticipated manpower requirements for casual maintenance employees. They do not, under any circumstances, acquire seniority rights. Article 14.16 will apply.

After one year of cumulative service or as otherwise noted, the following benefits will be available to the casual Maintenance Tradesperson/Helper, while

employed by the Company:

Gloves (ArticleXII) immediately
Boots (ArticleXII) after six (6)
months of cumulative service.
A, D & D (ArticleXXI)
Pension (ArticleXIX) (19.1 Only)
Dental Plan (ArticleXXIII)
Medical Insurance (ArticleXXII)

These benefits will begin on the first day of the month following the anniversary date of the cumulative year. These benefits will be discontinued on the day that the casual employee ceases work for the Company.

When a temporary trades position has been filled by a Casual Maintenance Tradesperson/Helper, for a period of eighteen months in any twenty-four month period, interviews will be held and the position filled. Any extension of this period will be by mutual agreement only.

c) General Casuals

All other casual workers, including vacation relief and loaders, will be classified as general casuals. If a general casual is retained on the plant site in excess of nine (9) months in any twelve (12) month period from the date of hire, that person will become a permanent employee. They do not, under any circumstances, acquire seniority rights or benefits. Article 14.16 will apply.

14.15 A Permanent Employee is any employee permanently assigned to an "L" classification or higher and has completed the probationary requirements outlined in 14.10.

14.16 A casual employee may be dismissed at the sole discretion of the Company during the first three

(3) months of service with the Company, after which time he or she will be covered under the first paragraph of 9.1.

ARTICLE XV

PROMOTION

TRANSFER -TRAINING

15.1 It is the spirit and intention that promotions shall be from within the Company as far as is practicable. Promotions will be based upon proper qualifications and seniority. It is expected that normally progression of skill and experience will be commensurate with seniority. The Company shall assess each employee's qualifications for promotion subject to consistent standards and on a consistent basis.

15.2 When a permanent vacancy occurs in an existing classification, such vacancy shall be filled by promoting the senior, qualified employee, in the line of progression.

15.3 When a temporary vacancy occurs in an existing classification, such vacancy will be filled by normal substitutions from the line of progression in that unit. Permanent vacancies will be considered temporary until they are filled as required.

15.4 A permanent vacancy will be established on the day of a quit, termination, death, promotion or creation of a new job classification within the Bargaining Unit. Such vacancy will be posted in a bid within seven (7) calendar days of the knowledge of said vacancy and will be filled within forty-five (45) calendar days of the establishment of the vacancy.

15.5 Qualifications and applicable seniority shall be the determining factors in promotions. The Company shall determine the promotion subject to 15.1.

15.6 In the event there are no qualified employees available within the plant sources for promotion, vacancies will be filled by the Company from other available sources. When the Company is required to laterally transfer an employee from one unit to another unit, because there are no qualified employees available within the unit, then this transfer shall be temporary.

15.7 The Company may use appropriate and applicable tests, subject to review with the Union, to determine ability.

15.8 Vacancies occurring as a result of a new job being created in the bargaining unit will be discussed and agreed upon with the Union, as to the rate of pay, place on the "Job Classification" chart, Appendix "B", and method of filling the vacancy. The Agreement will be recorded in the Letter of Agreement. If no other method is agreed upon for filling such a vacancy, the Company will post notice of such new job on the bulletin board for a period of one calendar week, giving job title, classification, rate of pay, and qualifications required to fill the job.

Any employee may bid on such job opening and the job will be awarded to the senior qualified bidder.

15.9 During a training period an employee will be paid at the rate of his permanent classification immediately prior to his training period.

Each employee in training will be afforded the minimum length of the training period as established.

The training requirements for all jobs will be established by the Company and the Union and will be reviewed periodically.

The foregoing does not apply to familiarization time and retraining to a previously qualified employee. An employee will receive a familiarization period if the

employee or the Company so requests. The length of the familiarization period will be determined by his supervisor in consultation with the employee.

15.10 In the event an employee has obtained a job bid and who by his own written request wishes to return to his previous position or if the Company determines that the employee will not qualify prior to the end of the established training period, he will be notified, in writing, of the specific reason and will be returned to his previous assigned classification immediately and will not be able to rebid for the same position for a period of two years.

In the event an employee is unsuccessful in his trial period for a non-bid job he will be returned to his previous position and will not be able to have a second trial period for the same position for a period of twelve (12) months.

An employee who successfully completes a job bid training and trial period must remain in that line of progression for a period of not less than twelve (12) months from the date he completes his training and trial period. This will not prevent an employee from taking a position created after he submitted his job bid.

15.11 Employees will be notified in writing when a training and trial period begins. An employee will be notified in writing, upon the completion of his trial shifts, that he has met the necessary qualifications to perform the specific job for which he has been trained.

15.12 Maximum training and trial periods may be extended by the Company at a later date and the Union will be notified in writing of such extension.

15.13 Any employee not wishing to avail himself of a training or promotional opportunity must register his abstention with the Human Resources Department

in writing before the training begins. Such abstention will remain effective until withdrawn, in writing, by the employee concerned. His abstention shall not constitute a basis for disciplinary action.

Any employee who is physically or psychologically incapable of job-related training may abstain from the training provided he registers his abstention and the reason for it with the Human Resources Department in writing before the training begins. The Company may require a medical practitioner's certificate as provided in Article 11.2 of this Agreement with regard to any physical or psychological incapability. This article does not give an individual the right to abstain from related training in his or her job.

15.14 After completion of a trial period the employee assigned to the lower classification will be expected to work in the higher classification for a minimum of an eight (8) hour shift every two (2) weeks, for continual training. The employee assigned to the higher classification will be expected to relieve the employee on the lower classification for this purpose. The regular rate of pay will not be changed for these employees for this training purpose. This shall not apply when relieving absent employees.

15.15 Nothing herein shall be construed in any way to imply that completion of a training period is recognition of his qualification.

15.16 If an employee believes that he has been unjustly disqualified for a promotion he shall have the right to resort to the grievance procedure.

15.17 Any employee may initiate a written request for a transfer to another job or classification. This request may be made at any time, whether an opening is available or not. The employee's reason

for the request, seniority his ability and qualifications to perform the requested job will be considered Letters of intent will be considered as applications for a posted job, where applicable

15.18 The Company may temporarily add a position, at the trainee level, to any line of progression An individual taking such a position will remain in that line of progression

ARTICLE XVI

GENERAL

16.1 If he gives a satisfactory excuse to his supervisor, any employee, arriving late to work, may be allowed to go to work and be penalized as follows:

A man late between three (3) and fifteen (15) minutes shall be docked fifteen (15) minutes: late between (15) and thirty (30) minutes shall be docked one half (1/2) hour's pay.

After one half hour he shall be paid the time actually worked.

16.2 On the dates that the clock is changed from Standard Time to Daylight Saving Time and from Daylight Saving Time to Standard Time, the following will apply. All employees working on the shift affected will work the number of hours required until the clock, having been changed, shows the hour of the regular quitting time.

a) Employees will be paid for actual hours worked. Payment will be at the rate of time and one-half (1 1/2) for any hour in excess of the regular scheduled shift for the employee.

b) If an employee's regular scheduled shift is shortened as a result of the time change he may elect to work the full length of the shift with payment at his regular rate. Work may be found for him in other than his regular unit.

c) All employees will be expected to change their clocks and report to work at their scheduled time, as shown on the clock after it has been changed.

16.3 The Company agrees to provide the Union with bulletin boards, one located in each control room and one each at the following locations: maintenance shop, shipping change house, security building,

technical building, carpenter shop, and irrigation building for the purpose of posting Union notices and official papers. Notices will be posted by only the Officers of the Union and will be subject to the approval of the Human Resources Manager, or his designee.

16.4 If an authorized Union representative who is not employed by the Company wants to speak to local Union representatives in the plant about a grievance or other official Union business, he shall advise the Human Resources Manager, or his designee, who shall then call the local Union representative to the office where they may confer privately. These talks will be arranged, subject to operating requirements.

16.5 A supervisor, temporary or permanent, or any person not covered by this Agreement, shall not perform work regularly performed by employees covered by this Agreement, except for the purpose of training or instructing employees, or in the cases of emergencies, or when qualified employees cannot be freed or contacted within a reasonable time to perform such work.

16.6 Employees may make friendly agreements to exchange shifts one with the other, subject to approval from the supervisors in charge of the shifts. The request must be presented in writing. In no instances will an employee be permitted to work more than twelve (12) hours continuously under this Agreement. For employees assigned to work a twelve (12) hour shift schedule, no employee will be permitted to work more than sixteen (16) hours continuously on mutual shift changes. Such arrangements will not result in an employee being paid less than the wages entitled to the scheduled employee had he worked that shift. Such arrangement may be approved and posted a

maximum of thirty (30) calendar days prior to the actual date of the exchange.

16.7 The effective date of enrolment, and coverage for the Blue Cross, Group Life Insurance Plan, Accidental Death and Dismemberment Insurance Plan, Sickness and Non-Industrial Injury Insurance Plan, shall be the first day of the month following successful completion of the probationary period.

16.8 The in and out card is limited to the function of determining the employee's attendance on the premises. It does not determine accurate time that an employee is on the job for pay purposes.

16.9 The Company and the Union mutually agree to post Letters of Agreement agreed to by the parties during the Agreement, with the exception of any Letter of Agreement that would infringe and would be considered to be confidential in nature to the employee concerned.

16.10 Bargaining unit employees requested to work on locations other than the plant site will do so on a voluntary basis. When bargaining unit employees are required to work at outside locations, they will be paid for **all** authorized board and lodgings. Transportation from and to the plant site will be supplied by the Company for travel purposes to outside locations. When a bargaining unit employee is placed in charge of a job at an outside location, he will be paid fifty cents (\$.50) per hour in addition to his regular rate of pay and will be designated as a Lead Hand. Overtime worked at an outside location by bargaining unit employees will be paid on the basis of rates contained in the present Agreement. Travel time to and from outside location will be paid to bargaining unit employees at straight time rates.

This clause does not imply that Union jurisdiction will extend beyond the Brandon Plant.

16.11 When employees are requested to voluntarily attend special activities such as breakfast meetings and out of town trips, they will be paid only for their regular shift (there will be no pay for time spent outside their regular working hours or scheduled shift.)

16.12 Spare Board System

A spare board will be placed in the Shift Foreman's Office and it will be the responsibility of the crew going off the day shift to be available from one hour before the beginning of a shift to one hour after the beginning of a shift (06:00 - 08:00 and 18:00 - 20:00)

Within their own units A operators may cover for an "A", "B", or "C". A "B" operator may cover for a "B" or a "C" and a "C" operator may only cover for a "C". Operators may cover any position in their unit if their qualifications are acceptable to the foreman of the shift that they are relieving. Operators will receive their regular rate of pay for any lower grade position that they are called out to cover for, except when the higher grade operator has previously agreed to cover the on call position for the lower grade operator.

COMMITTEES

17.1 The following committees shall be selected by the Union: a committee which shall be known as a Grievance Committee, which shall consist of not more than five (5) members, and a committee which shall be known as a Workplace Safety & Health Committee, which shall consist of not less than four (4) members and a Joint Industrial Relations Committee of five (5) members.

A Pension Advisory Committee will be established in conformance with the Manitoba Pensions Act. This committee, which will meet by mutual agreement, will be composed of two (2) representatives from the Union and two (2) from the Company.

17.2 The Company shall pay each committee member their applicable rate for time spent in conference with the Company regarding any of the provisions of this Agreement, PROVIDED, HOWEVER, that no one committee member shall receive in excess of eight (8) hours' pay per month for such services. This limitation does not apply to time spent in conference when the Committees have been called to meet at the Company's request.

17.3 The Union will furnish the Company with a list of Union Stewards and Union Committee Members within fourteen (14) calendar days of completion of their annual election and notify, in writing, within fourteen (14) calendar days of any changes which may occur during the year.

17.4 If a member of the Grievance Committee, Workplace Safety and Health Committee or a Steward has legitimate business which would require him to

leave his job or department, he shall first request from his supervisor and receive permission if operational requirements permit. He will go directly to the area in question and inform the supervisor of the area and nature of his business and receive permission before conducting his business in the area. He shall conduct his business promptly and return to his job. If such business requires contacting another foreman or supervisor, the Committee member or Steward shall contact him for an appointed time to meet.

17.5 All members of Committees described in this article, or as may be hereafter established, will be permanent employees or apprentices.

17.6 In the interest of maintaining harmonious industrial relations, the Company and the Union will continue joint consultation at all levels.

ARTICLE XVIII

SICKNESS AND NON-INDUSTRIAL INJURY
INSURANCE

18.1 The Company agrees to provide to all permanent employees covered by this Agreement, insurance coverage for loss of time due to bona fide illness and non-industrial injuries as set forth herein.

18.2 Conditions, benefits, limitations, and extent of coverage are governed by the stipulation and provisions of the insurance policy as written for the Company and its employees. The Union will receive a copy of the insurance policy.

18.3 Employees will be eligible for this insurance coverage provided they are permanent employees and have completed the probationary period outlined in 14.10, be on the payroll, and be actively engaged in employment with the Company.

Any undeclared pre-existing medical problem occurring and requiring medical attention within the first six months of employment will not be covered by this insurance.

18.4 All new accident and sickness insurance claims will receive benefits provided under the insurance plan as follows:

(a) The weekly benefit will be seventy percent (70%) of the regular base rate of the employee's regular classification for the first thirteen (13) weeks based upon forty (40) hours per week, and eighty percent (80%) of the regular base rate of the employee's regular classification for the remaining thirteen (13) weeks based upon forty (40) hours per week. See Article 6.7.

(b) This benefit is payable for a maximum of twenty six (26) calendar weeks during any one

continuous period of disability.

(c) Successive periods of disability separated by less than two (2) calendar weeks of continuous active work on full-time shall be considered one continuous period of disability unless the subsequent period of disability is due to a non-occupational injury or disease entirely unrelated to the injury or disease which caused the previous disability and commences after return to active work or full-time duty.

(d) To qualify for short-term disability benefits, all of the following must occur:

- You must become disabled while covered for Short-term disability coverage;
- You must be under the care of a physician;
- Your disability must not be subject to any of the limitations under this plan;
- You must establish a payment period; and
- You must satisfy the requirements listed in the claims procedure.

If your disability is due to injury, a payment period will be established on the first day of your disability.

If your disability is due to sickness, a payment period will be established on the earlier of:

- The date you are hospitalized; or
- The later of the fourth day of continuous disability or the date you are first examined by a physician for such disability.

(e) Benefits during pregnancy or complications therefrom are payable as per terms of current carrier.

18.5 The employee must submit a written statement of disability signed by the attending physician on forms provided by the Insurance Company. The employee will obtain the necessary forms from the Human Resources Office. These forms must be completed and returned to the Human Resources Office within seven (7) calendar days after return to duty.

18.6 Before returning to duty, the employee must have a release from his attending physician for presentation to the employee's immediate supervisor. The release will be forwarded to the Human Resources Office by the supervisor.

18.7 The Company reserves the right to make any necessary inquiries to verify eligibility for benefits.

18.8 If the period of disability includes a holiday for which the employee is eligible to receive payment under Article VII hereof, the holiday payment shall be made as required by insurance benefit payments, and the difference will be paid by the Company to reflect the normal holiday pay due. This shall not be counted as a day of disability.

18.9 Any abuse of these benefits or fraudulent claims will result in disciplinary action or discharge.

18.10 If an employee ceases to work for reason of resignation, discharge, strike or lockout, this insurance coverage will cease on the same date.

18.11 Insurance benefits will not be payable to any employee who is entitled to benefits under any Workers Compensation.

ARTICLE XIX

RETIREMENT

19.1 The Company agrees to provide a Retirement Plan for all permanent employees covered by this Agreement and those employees covered under Article 14.14. Details of the Pension Plan are outlined in the Pension Plan document which will be made available to the Union.

The retirement benefit is as follows:

Effective July 1, 1995 - \$32.50 pmpys*
Effective July 1, 1996 - \$34.00 pmpys*
Effective July 1, 1997 - \$35.50 pmpys*

*per month per year of service for all service.

19.2 Effective July 1, 1993 a mandatory 3% of each permanent employee's gross earnings will be deposited in the Company's Group RSP on behalf of each individual member. The purpose of this deposit is to supplement the member's retirement income and it will remain on deposit together with any growth until the member's termination or retirement.

GROUP INSURANCE

20.1 The Company agrees to make available to all permanent employees covered by this Agreement, a Group Life Insurance Plan, on terms and conditions as follows:

20.2 Conditions, benefits, limitations, and extent of coverage are governed by the stipulations and provisions of the general group policy, as written for the Company and its employees. A numbered group life insurance certificate will be furnished each employee insured under the group plan, which will summarize the benefits, conditions, and extent of coverage, as well as the pertinent provisions and stipulations of the general group life policy. The Union will receive a copy of the insurance policy.

20.3 The Company will pay one hundred percent (100%) of the premium.

20.4 If an employee ceases work for reason of resignation or discharge, the Company's contribution to this insurance will cease on the end of the month of termination. If an employee ceases work for reason of strike or lockout, this insurance coverage will cease on the same date. The Company will continue contributions for employees participating under this benefit who are laid off, subject to recall, or are on written leave of absence, for a maximum of three (3) months after that date.

20.5 Effective July 1, 1995, the amount of life insurance will be Forty Thousand Dollars (\$40,000.) for each eligible employee. This amount is doubled if death is accidental. This insurance will become

effective on the first day of the month following an employee's successful completion of his probationary period.

Only permanent employees will be eligible for this coverage.

20.6 Any permanent employee who has completed the probationary period outlined in 14.10 may qualify for this coverage provided he makes proper application on the forms required through the Human Resources Department.

ARTICLE XXI

ACCIDENTAL DEATH AND DISMEMBERMENT
INSURANCE

21.1 The Company agrees to make available to all permanent employees covered by this Agreement and those employees covered under Article 14.14 (a) and (b), a Group Life Insurance Plan for Accidental Death and Dismemberment, on terms and conditions as follows:

21.2 Conditions, benefits, limitations, and extent of coverage are governed by the stipulations and provisions of the general group policy, as written for the Company and its employees.

A numbered insurance certificate will be furnished each employee insured under this plan, which will summarize the benefits, conditions, and extent of coverage, as well as the pertinent provisions and stipulations of the general group policy. The Union will receive a copy of the insurance policy.

21.3 All employees taking advantage of the provisions of this Article and the benefits of the Group Life Insurance Plan must make application for such coverage on the proper form provided by the Human Resources Department.

21.4 The amount of insurance will be Seventy Five Thousand Dollars (\$75,000.00) for each eligible employee, and will be effective on the first day of the month following completion of the employee's probationary period or as outlined in 14.10.

21.5 The full amount of the premium on Seventy Five Thousand Dollars (\$75,000.00) will be paid by the Company.

Only permanent employees will be eligible for this coverage.

21.6 If an employee ceases work for reason of resignation or discharge, the Company's contribution to this insurance will cease the end of the month of termination. If an employee ceases work for reason of strike or lockout, this insurance coverage will cease on the same date. The Company will continue contributions for employees participating under this benefit who are laid off, subject to recall, or are on written leave of absence, for a maximum of three (3) months after that date.

21.7 If any employee covered by this insurance is hospitalized because of an accident, whether industrial or non-industrial, he will receive an accident hospitalization payment at the rate of Seven Hundred & Fifty (\$750.00) per month under the provisions of the Group Life Insurance Plan for Accidental Death and Dismemberment referred to in Section 1 of this article, in addition to any other payment to which he may be entitled, subject to a three (3) day waiting period, retroactive after three (3) days.

MEDICAL INSURANCE

22.1 The Company agrees to provide all permanent employees and those employees covered under Article 14.14 (a) and (b) with medical, hospital and travel insurance coverage as follows:

The Company will enrol all eligible employees, and their dependents in the present Manitoba Blue Cross Plan or other insurance plan provided that the benefit and service level is equal to, or better than, the present plan.

22.2 All permanent employees taking advantage of the provisions of this Article shall have the premiums paid for them in full.

22.3 If an employee ceases work for reason of resignation or discharge, the Company's contribution to this insurance will cease on the end of the month of termination. If an employee ceases work for reason of strike or lockout, this insurance coverage will cease on the same date. The Company will continue contributions for employees participating under this benefit who are laid off, subject to recall, or are on written leave of absence, for a maximum of three (3) months after that date.

DENTAL PLAN

23.1 The Company agrees to make Manitoba Blue Cross Dental Plans "B", "C" and "D" available to all permanent employees covered by this Agreement and those employees covered under Article 14.14 (a) and (b). The applicable plan, as outlined in booklet form, will be provided to each employee.

One hundred percent (100%) of the total applicable premium rate will be paid by the Company.

23.2 If an employee ceases work for reason of resignation or discharge, the Company's contribution to this insurance will cease on the end of the month of termination. If an employee ceases work for reason of strike or lockout, this insurance coverage will cease on the same date. The Company will continue contributions for employees participating under this benefit who are laid off, subject to recall, or are on written leave of absence, for a maximum of three (3) months after that date.

Coverage is as follows:

Plan "B" - 100% coverage

Plan "C" - 60% coverage

Plan "D" - 50% coverage

LONG TERM DISABILITY

24.1 The Company agrees to make available to all permanent employees a Long Term Disability Plan, after six months continuous employment, on terms and conditions as follows:

24.2 Conditions, benefits, limitations, and extent of coverage are governed by the stipulations and provisions of the Long Term Disability group policy, as written for the Company and its employees. A Long Term Disability booklet will be furnished to each employee insured under the group plan, which will summarize the benefits, conditions, and extent of coverage, as well as the pertinent provisions and stipulations of the Long Term Disability policy. The Union will receive a copy of the insurance policy.

24.3 The Company will pay 50 percent of the premium.

24.4 If an employee ceases work by reason of strike, lockout, layoff, resignation, or discharge this insurance coverage will cease on the same date and benefit payment will not begin if the disability begins or recurs after notice of these situations has been given.

24.5 Employees will participate in such rehabilitation or modified work program as they may be directed by a medical practitioner identified by the Company or the insurer.

24.6 Any abuse of these benefits or fraudulent claims will result in disciplinary action or discharge.

24.7 Effective August 1, 1993, each eligible employee who is enrolled in the Plan will be insured

for 70% of regular wages to a maximum monthly benefit of \$3,500.00. The benefit will commence after an elimination period of 287 days and is payable based on the definition of disability and other provisions contained in the policy.

24.8 Enrolment in the Plan will be mandatory for new hires who begin permanent employment after the effective date of the Plan.

ARTICLE XXV

GRIEVANCE PROCEDURE

25.1 Should any difference arise between the Company and any of the employees as to the meaning, intent, application or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such differences without undue delay.

An employee may have his Steward, or a Committee person present at any stage of the Grievance Procedure, at his discretion.

25.2 STEP ONE:

A grievance must first be presented verbally, within seven (7) working days of his knowledge of the occurrence, to an employee's immediate supervisor. A verbal reply shall be given within three (3) working days of the presentation of the grievance.

25.3 STEP TWO

If the verbal decision of the supervisor is not acceptable the employee may present his grievance to his Superintendent, in writing, with seven (7) working days of the verbal reply.

The Superintendent must return his decision to the employee in writing within seven (7) working days after the grievance is presented to him, with a copy to the Grievance Committee.

25.4 If the Grievance Committee believes the grievance has merit they may proceed to Step Three within seven (7) working days following receipt of the reply from the Superintendent.

25.5 STEP THREE

The Grievance Committee may submit the written

grievance to the Plant Manager, or his designee. A meeting shall be arranged to discuss the grievance within seven (7) working days. The Grievance Committee shall be in attendance. The International Union representative and the aggrieved employee may be in attendance at such meeting. The Plant Manager or his designee shall give a written decision to the employee concerned with a copy to the Local Union within seven (7) working days after such meeting.

25.6 STEP FOUR:

If the decision of the Plant Manager is not satisfactory, then the Grievance Committee may notify the Plant Manager of its desire to submit the matter to arbitration. Such notice shall be in writing and shall be presented with seven (7) working days from the decision of the Plant Manager following the procedure in Article 26 of this Agreement.

25.7 If a written grievance is not presented within the time limitations as specified in this Article, it shall be considered untimely and the decision of the Company shall be final and binding, and if the Company does not answer the written grievance within the specified time limits, the grievance will be awarded to the Union, unless an extension has been mutually agreed.

25.8 In the event of suspension or discharge, the grievance procedure will be automatic.

25.9 Time specified herein shall not include Holidays, Vacation or days off of the concerned parties.

25.10 The Union or Company shall have the right to issue a grievance of a general nature or a group grievance originating at Step Two (2). A group

grievance will be defined as one involving a group of employees in a specific unit, department or total plant.

ARTICLE XXVI

ARBITRATION

26.1 Where a difference arises between the parties hereto relating to the interpretation or application of this Agreement, including any question as to whether the matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may, within fourteen (14) calendar days after exhausting the grievance procedure established by Article XXV of this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain a submission clearly stating the grievance or grievances to be arbitrated.

26.2 a) Grievances referred to arbitration shall be heard by a sole arbitrator. The Employer shall, within seven (7) days of the referral to arbitration, select the sole arbitrator, in rotation, from the following panel of individuals:

Martin H. Freedman, Q.C.
David Bowman
Hugh R. Jamieson
Jack Chapman

b) If, after making all reasonable efforts to select a sole arbitrator within the time herein set out, the employer is unable to find any sole arbitrator able or willing to act, such time limit will be extended to the length of time required to obtain the services of a sole arbitrator. If any individual of the above panel, who having been requested in his turn to act as sole arbitrator, shall be unable or unwilling to act, he shall not again be requested to act as sole arbitrator until his name comes up again on the regular rotation of the panel. Where none of the individuals on the panel

are able to act as sole arbitrator, the employer may request the Minister of Labour make the appointment.

26.3 The sole arbitrator shall then hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it, and every party bound by the Agreement and every person on whose behalf the Agreement was entered into, shall comply with the provisions and final settlement contained in the Agreement and shall fulfill all his obligations under the Agreement.

26.4 PROVIDED, HOWEVER, that any arbitrator appointed shall be absolutely impartial. and if it is discovered that any interest, either by such arbitrator being a member of the Union, or past member, or an employee, or a creditor of the Company, then another arbitrator shall be appointed as aforesaid.

26.5 The Sole Arbitrator shall have only such jurisdiction and authority to interpret and apply the provisions of this Agreement as shall be necessary to the determination of the arbitrable issue. The sole Arbitrator shall not have any power to add to, subtract from, modify, or alter in any way the provisions of this Agreement. Judgement upon the award entered may be entered in any court having jurisdiction.

26.6 The expenses and compensation of the sole arbitrator shall be divided equally between the Company and the Union.

APPRENTICES

The Company agrees to register Apprentices under Manitoba's Apprenticeship and Trades Qualification Act.

The selection of an apprentice will be made on the following basis:

1. Acceptance of apprentices will be based on them meeting qualifications and standards as determined by the Company. The Union will review these standards and shall give their input; qualifications and standards will be applied equitably and consistently to all applicants.

2. Applicants meeting the qualifications and standards will be selected on the basis of their plant seniority.

3. The applicants who possess previous trade apprenticeship training or equivalent training/experience may be given preference in the selection of apprentices by mutual agreement between the parties.

Before entering the formal apprenticeship, an employee will serve a ninety (90) calendar day trial period for the purpose of establishing adaptability. The employee's job seniority will be maintained during this period. If an employee is successful, the Company will request that the government allow that this time served be credited towards his apprenticeship. If either the employee or the Company determines during the ninety (90) calendar day period that the apprentice will not be successful, the employee will be returned to his previous position. If the Company makes the determination and the employee returns to his previous position he will be reimbursed any wage lost during the ninety (90) day period as a result of the pay differential between his former wage rate and the

apprenticeship rate.

It is agreed that the Company's apprentices will have plant seniority while serving their apprenticeship; however, an apprentice is still subject to release from the apprenticeship program as follows:

1. In a layoff the first demoted from a crew will be apprentices.

2. If an apprentice fails a training course at any one level on more than one occasion.

3. The employee voluntarily removes him/herself from the course.

Should the apprentice be released she/he will be placed in the plant labour pool if a position is available.

Upon successful completion of his/her apprenticeship, the employee will be notified that he/she will be given an additional period of ninety (90) calendar days employment. Within seven (7) calendar days prior to the ninety (90) calendar day period he/she shall be either placed in her/his job category with the Company or be notified that there is no job opening available. If the employee is retained by the Company he/she shall be placed on the appropriate plant and job seniority lists. If the employee is not retained by the Company, he/she shall be terminated with no right to recall.

Apprentices registered by the Company shall be paid by the Company twenty (20) hours per week at their regular hourly rate while attending such government sponsored Apprentice Training Course in related trade theory, provided the employee successfully completes the Apprentice Training Course.

When required to attend apprenticeship training school at a location outside of the City of Brandon, apprentices in the Company's apprenticeship program will receive Seventy Dollars (\$70.00) subsistence allowance for each full week of attendance. Apprentices will receive the full entitlement prior to

beginning the course. This will be granted with the understanding that should an apprentice drop out or not complete the Apprenticeship Training Course, he/she will repay an amount equal to the amount of time the employee was not in attendance at the **course**. This applicable amount of the advance will be deducted from the employee's earnings upon his/her return to work.

It is the spirit and intention that apprenticeships will be from within **the Simplot Canada Limited** bargaining unit.

TECHNOLOGICAL CHANGE

28.1 Eligible employees in this article mean full time employees who have completed their probationary period and have seniority rights.

28.2 Technological change means a change in the manner in which the Company carries on its work or business that is directly related to the introduction of new equipment, material or process.

28.3 The provisions of this article are intended to assist employees affected by technological change to adjust to its effects.

28.4 The Company and the Union hereby specifically waive the provisions of section 72, 73 and 74 of the Labour Relations Act Chapter L10 Statutes of Manitoba.

28.5 If the Company decides to effect what is determined to be a technological change that is likely to affect the terms and conditions, or the security of employment of a significant number of employees in a crew or unit covered by the Agreement or to alter significantly the basis upon which this Collective Agreement was negotiated it shall give the Union at least 3 months notice of the change stating:

- a) the nature thereof
- b) the date on which it is estimated it will become effective
- c) the approximate number and classification of employees to be affected.
- d) the effect that the change is to have on the terms and conditions of employment.

28.6 Upon receipt of the notice referred to in section 5 the Union will meet with the Company within fifteen (15) days to establish a Joint Planning Committee for the purpose of preparing recommendations to facilitate the retraining of employees who will be assigned to new duties.

28.7 The Joint Planning Committee will be composed of two (2) representatives of Management and two (2) representatives of the Union and a Chairman mutually agreed upon by the Company and the Union. The Company agrees to allow access to all pertinent employee files for the purpose of relocating those ~~whose~~ services may be terminated.

28.8 An eligible employee for whom work is not available at their regular rate and their new job classification does not entitle them to more than their regular rate, shall be paid for hours worked at their old regular rate until the new classification catches up, hereinafter called maintenance of earnings benefits.

28.9 To be paid under section 28.8 an employee must accept the job with the highest hourly rate of pay to which he is entitled and qualified to receive under the terms of the Agreement during the period set forth in section 28.8 and continue to accept assignment to any job with a higher hourly rate of pay during the period set forth in section 28.8. If an employee who is assigned a job which in his or the Company's opinion, he is unable to perform, the affected employee will be reassigned to a job that he can perform, provided he has sufficient seniority.

28.10 The Company undertakes to develop an appropriate in-Plant Training Program for eligible employees who are designated by the Joint Planning Committee as requiring training in order to equip them

to perform adequately in new and/or changed jobs to which they are to be assigned.

28.11 No additional employees shall be hired by the Company until eligible employees affected by the Technological Change have been allowed a reasonable training period to acquire the necessary knowledge or skills to retain their employment. It is understood that to qualify for this training, employees must have the pre-requisites, as defined by Management, required for the job and the training period would not exceed that which is currently provided on any regular job.

TERM OF AGREEMENT

29.1 This Agreement shall become effective 1st July, 1995 and shall remain in full force and effect through 30th June, 1998 and year to year thereafter, unless either party gives the other party ninety (90) days and not less than sixty (60) days written notice prior to 30th June, 1998 or 30th June of any subsequent year, of its desire to modify, amend, renew, or terminate the Agreement.

ENTIRE AGREEMENT

30.1 This document constitutes the full understanding between the parties hereto with reference to the subject matter contained herein and supersedes all previous agreements, oral or written. No statements or agreements, oral or written, made prior to or at the signing hereof, shall vary or modify the written terms hereof: and neither party shall claim any amendment, modification or release from any provision hereof by mutual agreement or otherwise, unless such agreement is in writing, signed by both parties, and specifically stating it is an amendment of this Agreement.

30.2 Should any court of competent jurisdiction declare any of the provisions of this Agreement invalid, it shall in no way effect the other provisions hereof.

SIMPLOT CANADA LIMITED

BRANDON, MANITOBA

FOR THE COMPANY

E.W. Kokoski

L.E. Korosci

F Northcut

R Osiowy

D Thomson

SEPTEMBER 1995

**In witness whereof, the parties have set their
hands this 7th day of September, 1995**

UNITED STEELWORKERS OF AMERICA

FOR THE UNION

N Bok

L Faber

G Gillis

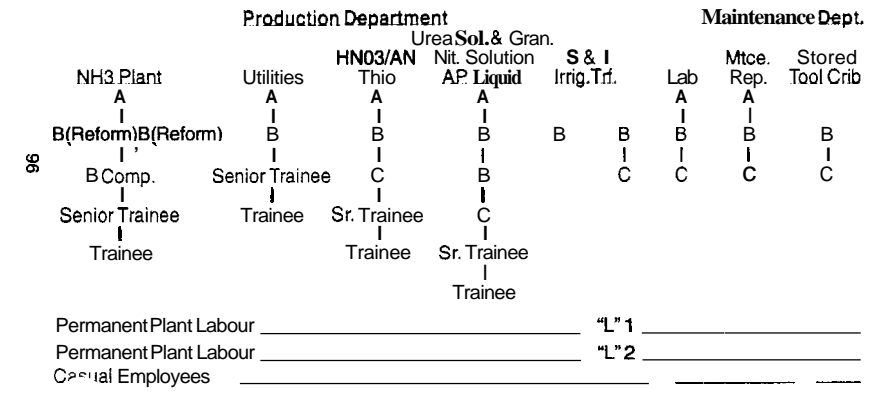
M Hildebrand

W Moyer

D Will

APPENDIX " A

NORMAL OR TYPICAL LINES OF PROGRESSION



LEGEND

NH3 Ammonia
NA Nitric Acid
AN Ammonium Nitrate
Uty Utilities
AP 10-34
UAN Nitrogen Solutions

Urea Urea
S&I Shipping & Irrigation
Lab. Laboratory
Mtoe. Maintenance
Trf. Traffic

UNITS

- 97
1. Ammonia
 2. Nitric Acid; Ammonium Nitrate; Thio
 3. Utilities
 4. Urea; Nitrogen Solutions: 10-34
 5. Laboratory
 6. Maintenance; Stores; Tool Crib
 7. Shipping & Irrigation

NOTE

- "A" Maintenance repairman requires Journeyman ticket.
- "A" Operator in Utilities requires 2nd class Steam ticket.
- "B" Operator in Utilities requires 3rd class Steam ticket.
- Seniority in the Maintenance Department will be maintained by qualifications.
- Tool Crib will have two classifications:
 - "L" Tool Crib Attendant and "C" Tool Crib Mechanic (Mtce. Dept.)
- The NH₃ unloading will be handled by utility employees. Urea "C" may be utilized from time to time, but only if other personnel are unavailable.
- Individuals entering the Lab Line of Progression shall progress from "C" rate to "A" rate by successfully completing two (2) years of work experience and testing at each classification level.
- Individuals entering the Shipping and Traffic Line of Progression shall progress from "C" rate to "B" rate by successfully completing two (2) years of work experience and testing.
- When the Thiosulphate plant is in operation either on natural gas or sulphur, with the Nitric Acid and Ammonium Nitrate Plants, the Unit will be operated by an "A" operator and 2 "B" operators.
- The Ammonium Nitrate "C"s will be used to best advantage when prilling is down. They will be trained in the A.N. "B" job. They will be operating the Ammonium Thiosulphate plant. They will be sent to work in other areas of the plant, but will not take "C" rate away from more senior "L"s.

APPENDIX "B"

HOURLY WAGE RATES- JOB CLASSIFICATION CHART

Effective July 1, 1995

Operators	Maintenance Repairmen	Lab Technicians	Shipping & Traffic
A - \$20.34	A - \$20.34	A - \$20.34	A - \$20.34
B - \$18.22	B - \$18.22	B - \$18.22	B - \$18.22
C - \$15.55	C - \$15.55	C - \$15.55	C - \$15.55
	L1 - \$13.61		
	L2 - \$10.64		

Permanent Employees- L1 rate after 6 months service

Casual Employee- \$7.95

Second Class Power Engineers will be paid "A" rate plus \$0.75 cents.

Effective July 1, 1997

ape	Maintenance Repairmen	Lab Technicians	Shipping & Traffic
A - \$20.85	A - \$20.85	A - \$20.85	A - \$20.85
B - \$18.67	B - \$18.67	B - \$18.67	B - \$18.67
C - \$15.93	C - \$15.93	C - \$15.93	C - \$15.93
		L1 - \$13.95	
		L2 - \$10.91	

100

Permanent Employees- L1 rate after 6 months service.

Casual Employee- \$7.95

Second Class Power Engineers will be paid "A" rate plus \$0.75 cents.

APPENDIX "C"

GROUP RSP

Effective July 1, 1993 a mandatory 3% of each member's gross earnings will be deposited in the Company's Group RSP on behalf of each individual member. The purpose of this deposit is to supplement the member's retirement income and it will remain on deposit together with any growth until the member's termination or retirement.

APPENDIX "D"

SHIFT SCHEDULE

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
Crew	T	T	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
1	N	O	O	D	D	O	O	N	N	N	O	O	D	D	O	O	O	N	N	O	O	D	D	D	O	O	N	N	O	O					
2	O	D	D	O	O	N	N	O	O	D	D	O	O	N	N	N	O	O	D	D	O	O	N	N	O	O	D	D	O	O	N	N	O	D	
3	D	O	O	O	N	N	O	D	D	D	O	O	N	N	O	O	D	D	O	O	N	N	N	O	O	D	D	O	O						
4	O	N	N	N	O	O	D	D	O	O	O	N	N	O	O	D	D	O	O	N	N	O	O	D	D	O	O	N	N	O	O	D	D	O	N

102

This schedule is for example purposes and does not necessarily imply that this is the only shift schedule which may be implemented.

APPENDIX "E"

Casual Employee Classification

Casual employees in the irrigation department will be paid the casual rate for their first 6 months on the job, the "L2" rate for the next 6 months and the "L1" rate for any subsequent time, unless they are hired as grass cutters in which case they will receive no more than the "L2" rate.

Casual trades helpers in the maintenance department will be paid the casual rate for their first 6 months on the job and thereafter they will be paid "L2" rate. An individual who has one (1) year of related training or documented experience will start at the "L2" rate. A fully qualified tradesperson hired as a casual will be entitled to receive the "A" rate.

Casual employees hired for general cleanup or as liquid loaders will receive the casual rate only. Those hired for Phos Acid railcar unloading or ammonia loading will be paid "L2" rate after completion of the training period.

Casual employees operating the pay loader or yard tractor will be paid the rate applicable to their normal job duties and experience.

July 1, 1995

LETTER OF AGREEMENT
between
SIMPLON CANADA LIMITED
1400 - 17th Street East
BRANDON, Manitoba
and
UNITED STEELWORKERS OF AMERICA
EYE PROTECTION PROGRAM

The Eye Protection Safety Program will permit the following:

- a) An open choice of consultation to any Ophthalmologist or Doctor of Optometry properly registered in the Dominion of Canada, in order to furnish the Company with proper prescription or specification for lens preparation.
- b) All frames for spectacles must be CSA approved.
- c) No tinted or "photogray" are permitted in the program, except as shall be prescribed by an Ophthalmologist or Doctor of Optometry. The Company may, at its discretion, require a confirmation by a Company designated Ophthalmologist or Doctor of Optometry.
- d) A choice of spatulas, within CSA specifications, shall be permitted the employee for comfort in wearing his spectacles.
- e) A choice of two colours of frames shall be permitted each employee.
- f) Only those choices of nose mounts for the spectacles, because of impact hazard, as designated by the Company, shall be permitted the employee.
- g) Eye glass prescription filling and fitting, paid for by the Company, and worn for the purpose of work, shall be obtained at a Company designated optician.

FOR THE COMPANY

FOR THE UNION

July 1, 1995

LETTER OF AGREEMENT
between
SIMPLON CANADA LIMITED
1400 - 17th Street East
BRANDON, Manitoba
and
UNITED STEELWORKERS OF AMERICA

SKILLS BONUS

THE SKILLS BONUS

In order to recognize changing market demand for various skills as well as the need for employee flexibility, the Company and the Union will institute the following system of incentive bonuses:

Individuals that develop skills, over and above their regular work or trade, that the Company and the Union believes will improve productivity, and use those skills, will receive a forty (\$.40) cents an hour increase in their base rate. Qualifications and tests will be developed by the Company and the Union in each set of circumstances to maintain a standard and ensure equity. Skills that are eligible for this bonus will be mutually agreed to by the Company, and the Union. Training may be provided by the Company or may be acquired by the individual on his own initiative, although in this case it must be a skill deemed to be needed by the Company and the Union. These skills may change only by agreement of the joint Skills Bonus Committee. Employees will be encouraged to suggest training and skills that would improve the productivity of the operation.

The Company and the Union will jointly ensure that the Skills Bonus is administered in a fair and equitable

manner for the benefit of both parties and all individuals involved. The Skills Bonus does not modify or change either the layoff procedure, as outlined in 14.5, or the recall procedure, as outlined in 14.6. A person receiving the Skills Bonus for competence in a specific trade and/or line of progression will not cause, or extend, the layoff of a individual holding job seniority in that trade or line of progression.

Once it has been determined that the Skills Bonus is justified the person will receive the bonus for all hours and it becomes their regular rate. Periodically the applicability of an individual's skills bonus will be reviewed by the joint committee to ascertain if it is still appropriate under the guidelines and objectives of this Letter of Agreement.

FOR THE COMPANY

FOR THE UNION

LETTER OF AGREEMENT
between
SIMPLOT CANADA LIMITED
1400 - 17TH STREET EAST
BRANDON, MANITOBA
and
UNITED STEELWORKERS OF AMERICA

OPERATOR TRAINING

It is agreed that training in an individual's job skills that are essential to the operation of the plant will be a requirement. The Company recognizes that when overtime is required to perform the training it should be done in a manner which minimizes disruption to the employees. While not always possible, due to economics, availability of trainers and other unforeseen circumstances, every effort will be made to utilize the following procedure:

Overtime training will be scheduled on the operators "on-call" days. The days when training is required will be posted on the appropriate notice board, at least one month in advance. Employees will indicate their preferred date. Any employee may attempt to complete the required training on his regular shift by arranging to have another qualified employee work his regular shift on overtime if required.

FOR THE COMPANY

FOR THE UNION

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

LETTER OF AGREEMENT
between
SIMPLOT CANADA LIMITED
1400 - 17th Street East
BRANDON, Manitoba
and
UNITED STEELWORKERS OF AMERICA

**OPERATIONS SCHEDULING FOR TURN
AROUNDS**

After discussions and input from operators in all plants, procedures for turnaround scheduling were agreed upon.

These procedures will now be deemed standard practice.

Procedures:

1) Phosphate and Nitrogen crews go on 4/2's, with a crew coming on days reporting to maintenance as the shutdown crew.

2) Overtime shutdown work on days off to be voluntary. If there is a lack of volunteers for overtime shutdown work on days off, then the personnel from the plant that is down will be delegated first to fill the overtime shifts required.

Methods of Payment:

1) All crews on 4/2's will receive overtime for all hours worked after 84 hours.

2) If less than 48 hours notice is given, and an operator's schedule is changed, the first shift will be at time and a half. These hours will count as regular hours when computing the regular hours in that pay period.

3) All operators transferred to maintenance will be paid the same overtime hours as the maintenance department.

FOR THE COMPANY

FOR THE UNION

LETTER OF AGREEMENT
between
SIMPLON CANADA LIMITED
1400 - 17th Street East
BRANDON, Manitoba
and
UNITED STEELWORKERS OF AMERICA

SUPERVISING ROUTINE A

The Company and the Union agree to the following:

When it is mutually agreeable, the Routine A will act as a Temporary Supervising Routine A. In the absence of the Routine A, the job will follow the normal non-routine job rotation. The Temporary Supervising Routine A will receive the temporary Supervisor rate while acting in that capacity. This agreement will only be in effect in the lab and will not be used as a precedent elsewhere in the plant.

FOR THE COMPANY

FOR THE UNION

LETTER OF AGREEMENT
between
SIMPLOT CANADA LIMITED
1400 - 17th Street East
BRANDON, Manitoba
and
UNITED STEELWORKERS OF AMERICA

STANDING LIST OF CONTRACTORS

As per the contract, Article 2.5, it is our intention to notify the Union in writing prior to contracting work done at the Brandon Plant. In order to simplify the paperwork, the Union and Management have agreed to a standing list of Contractors which can be used at any time provided the work they are performing falls within the guidelines indicated.

The agreed List of Contractors is as follows:

- 1) Westcan Inspection (Non-destructive testing. UT survey, Xray, eddy current, dye penetrant, mag particle testing)
- 2) Protest (Non-destructive testing UT survey, Xray, eddy current, dye penetrant, mag particle testing)
- 3) Canadian Inspection Services (Plantwide ultrasonic PM)
- 4) Conam Inspection (Non-destructive testing of reformer tubes)

5) Insight (infra red)	(Infra red hot spot surveys)
6) Ceda	(Hydroblasting and chemical cleaning)
7) Hydro-Gun	(Hydroblasting and chemical cleaning)
8) C.N.R	(Railway track maintenance)
9) Cando Contracting	(Railway track maintenance)
10) Zenith Paving	(Plant paving)
11) Sealtec	(On line leak repair & field machining)
12) Furmanite	(On line leak repair & field machining)
13) Peacock	(Field machining)
14) Plibrico	(Refractory and insulation work during turnarounds)
15) AP Green	(Refractory and insulation work during turnarounds)
16) Superior Scales	(Weigh scale maintenance and PM)
17) Toledo Scale	(Weigh scale maintenance and PM)

18) Controltech	(Annual PM to provox instrumentation)
19) Don Air	(Heating/ventilating/AC maintenance and PM)
20) Paddock Drilling	(Well drilling and encasement)
21) Cooper Heat	(Stress relieving and annealing)
22) Cat Tech	(Catalyst loading and removal)
23) Reactor Services	(Catalyst loading and removal)
24) Able Crane	(Supplementing mobile crane service for turnarounds)
25) Litz Crane	(Supplementing mobile crane service for turnarounds)
26) Keystone Glass	(Window and door installation and glass replacement)
27) Federal Pioneer Service	(Annual or turnaround PM to transformers, breakers, relays, cables and capacitors in the switchhouse & substations)

- 28) Westinghouse Field Service (Annual or tumaround PM to transformers, breakers, relays, cables Service and capacitors in the switchhouse & substations)
- 29) Brandon Heating & Plumbing (Galvanized sheet metal ducting and tinwork)

FORTHE COMPANY

FORTHE UNION

LETTER OF AGREEMENT
between
SIMPLOT CANADA LIMITED
1400 • 17th Street East
BRANDON, Manitoba
and
UNITED STEELWORKERS OF AMERICA

CONTRACTING OUT

- 1) The Union will be given opportunities for input prior to decisions being made on contracting work out. Such input shall be facilitated as far in advance as possible through Contracting Out Coordinators designated by the Union.
- 2) A Contractors List will be jointly published at which time those contractors listed will not require notification prior to coming on site. Some job restrictions might apply in this regard.
- 3) The following criteria were established in considering contracting out options:
 - a) Working extended hours for long periods of time to facilitate in-house project work is undesirable. It is recognized that on occasion such hours may be necessary to maintain a schedule or completion deadline.
 - b) Our primary objective as a Maintenance Department is to repair and maintain; not to construct. Consideration for project work will depend on backlog and anticipated future workload. Doing project work in-house will take a lower priority when backlog is high and vice versa.

c) Project work done in-house should be cost effective.

d) The issue of contracting out and contractors on site should not be confused with Management decisions to buy instead of build.

e) The need to contract out certain projects should be readily recognized and input and involvement should be minimal so that everyone's time is utilized effectively. (Eg: major undertakings, tight deadlines, emergencies, turnarounds, lack of skills or equipment).

Role of the Contracting Out Coordinators:

The role of the Contracting Out Coordinator will be to keep informed of current and upcoming projects that might be candidates for contracting out. The Contracting Out Coordinator, or a designate where this is more suitable, can provide guidance and input on how the Company might reduce costs by avoiding the need to contract out a job. There may be occasions where trades people should be consulted for input on design, materials or other details, and the Contracting Out Coordinator is encouraged to suggest this to individuals responsible for the job or project.

Management Responsibilities

1) The Company and the Contracting Out Coordinators will meet to:

a) Review and discuss issues of concern and/or inadequacies in the current practice of contracting out.

b) Measure items associated with the decision-making process used to determine whether work is contracted out or done in-house and evaluate the

significance of these items.

2) Develop a proposal and/or set of criteria, based on the measurements made, that can be used to determine whether individual projects are contracted out.

3) A project cashflow schedule will be posted on all Company bulletin boards so that all employees are informed of when project work is scheduled. This cashflow schedule will be updated monthly.

4) A copy of the Engineering Month End Report will be issued to the Contract Out Coordinators.

5) The Engineering Department will continue to develop the process of using project teams during the design stage of projects as a means of obtaining tradespersons and operators input on the design.

6) The Contracting Out Coordinators will be notified at the time of tendering project work.

The aforementioned does not preclude the contractual obligations to notify the Union in writing prior to contractors coming on site. This notification should be forwarded to the Contracting Out Coordinators.

FOR THE **COMPANY**

FOR THE **UNION**

July 1, 1995

LETTER OF AGREEMENT
between
SIMPLON CANADA LIMITED
1400 - 17th Street East
BRANDON, Manitoba
and
UNITED STEELWORKERS OF AMERICA

STANDBY PAY FOR DAY WORKERS

At times, management may determine that it is appropriate to place an employee with specified skills and qualifications on standby. When this is required the employee will be available to cover all hours during the time period established below.

To facilitate standby the Company will provide employees with a pager and one cellular phone for employees living outside the pager limits. Employees on standby will make themselves available and will answer a page as soon as possible. In no case will a delay of more than 30 minutes be acceptable.

Responsibility for being on standby will rotate amongst individuals with the required specified skills.

Employees may mutually agree to accept the obligation of another employee's standby responsibility, provided that the other employee is qualified and the Company is informed of the change.

This agreement does not, in any way, relieve employees of the responsibility to comply with Article 5.1 of the Agreement nor does it apply to operators. The following defines standby classifications:

Workday Standby - \$10.00 per day

Shall consist of all non-working hours from the completion of work on that day up to the normal starting time of the following day or up to what would be the normal starting time on a day of rest or statutory holiday.

Non-Working Day Standby - \$20.00 day

Shall consist of all hours commencing at what would be the normal starting time during an employees workday through to what would be the normal starting time of the following day.

Statutory holiday stand-by pay will be \$25.00 per day.

FOR THE COMPANY

FOR THE UNION

LETTER OF AGREEMENT
between
SIMPLOT CANADA LIMITED
1400 - 17th Street East
BRANDON, Manitoba
and
UNITED STEELWORKERS OF AMERICA

LEAD HAND

For the duration of this contract, Article 6.6
will not be in effect unless mutually agreed upon by
both the Company and the Union.

FOR THE COMPANY

FOR THE UNION

LETTER OF AGREEMENT
between
SIMPLON CANADA LIMITED
1400 - 17th Street East
BRANDON, Manitoba
and
UNITED STEELWORKERS OF AMERICA

The following Letter of Agreement will be in effect for the duration of the contract and will supersede for that period Article 16.12 of the Collective Agreement.

SPARE BOARD SYSTEM

A spare board will be placed in each control room and it will be the responsibility of the operators going off the day shift to fill out that spare board and to be available from one (1) hour before the beginning of a shift to one (1) hour after the beginning of a shift (06:00 to 08:00 and 18:00 to 20:00).

Operators will cover for any position in their unit if their qualifications are acceptable to the supervisor of the shift they are relieving. Operators will receive their regular rate of pay for any lower grade position that they are called out to cover for, except when the higher grade operator has previously agreed to cover the on call position for the lower grade operator.

It is understood and agreed that operational requirements of the plant must be met. Operators who do not fulfill their Spare Board obligations will be disciplined. For the duration of this letter of agreement Article 5.1 will be waived. This exception does not apply to other plant employees.

It is agreed that this Letter of Agreement is signed without prejudice and will not be used in any grievance or arbitration proceedings.

FOR THE COMPANY

FOR THE UNION

LETTER OF AGREEMENT
between
SIMPLOT CANADA LIMITED
1400 - 17th Street East
BRANDON, Manitoba
and
UNITED STEELWORKERS OF AMERICA

PROFIT SHARING/INCENTIVE PAY PROGRAMS

The Company and the Union, by this Letter of Agreement, understand and agree to the following conditions regarding those Profit Sharing/Incentive Pay programs that are not specifically covered by the Collective Bargaining Agreement.

These programs are entered into voluntarily by the Company in an effort to focus employees on those areas that the Company feels are important. It is agreed that because these programs are not covered by the Collective Agreement, they can be discontinued, modified, or changed at any time, without agreement by the Union. The Union further understands that any and all financial information of Simplot Canada Limited and/or J.R. Simplot Company pertaining to calculation or payout of these programs, is private and will not be released.

FOR THE COMPANY

FOR THE UNION

July 1, 1995

LETTER OF AGREEMENT
between
SIMPLOT CANADA LIMITED
1400 - 17th Street East
BRANDON, Manitoba
and
UNITED STEELWORKERS OF AMERICA

**REENGINEERING AND CENTRAL CONTROL
ROOM**

Both parties understand and agree that the Central Control Room will improve our competitive position in the marketplace. It is understood that reengineering the way that work is done may result in some displacement of positions and changes in normal or typical lines of progression.

To reinforce its commitment to employees, the Company agrees that it will not terminate any permanent bargaining unit employees or irrigation casuals (people listed on the attached seniority list of July 1, 1995) as a result of the central control room reengineering project. It is recognized by both parties that where opportunities exist to reduce manpower the reductions will take place through attrition. It is clearly understood that this commitment to no job loss for *permanent* employees refers only to the central control room reengineering project and not to any other factors.

The new or changed positions will be filled by selecting the senior qualified person. Individuals will receive the opportunity to train for and demonstrate competence in the positions in accordance with Article 28.10 of the Collective Agreement. If the employee fails the qualifying test(s), he/she will be retrained in the problem

area(s) and re-tested. If the employee fails to qualify the second time, he/she will be placed in a position for which they can successfully qualify. Qualifications will be determined by the Company through testing as per Article 15.7 of the Collective Agreement. Targeted Selection will not be utilized to determine qualifications in this situation.

The Company agrees to red circle the present hourly rate of pay of permanent employees displaced from their job classification. This will continue until the hourly wage rate for the new job classification meets or surpasses their red circled rate of pay or until the employee is assigned a position with an hourly wage rate that meets or surpasses the red circled rate.

The Company's obligation to maintain job security for an employee displaced from his/her Job classification, as described by this Letter of Agreement, will cease to exist after any of the following:

1. an employee displaced from a position in a line of progression is again assigned a position in a line of progression;
2. the affected employee refuses to bid for, or accept, a position in a line of progression; or
3. the employee terminates.

FOR THE COMPANY

FOR THE UNION

