COLLECTIVE AGREEMENT



BETWEEN

OGILVIE MILLS LTD., MIDLAND, ONTARIO

hereinafter called "The Company"

and

TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION LOCAL 976

hereinafter called "The Union" or "The Organization"

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PREAMBLE

Schedule of Agreement covering rates of pay, hours of service and working conditions governing the service of employees in the Company's Grain Elevators at Midland, Ontario.

The Company recognizes the Organization as the exclusive bargaining agency for all employees covered by the Certification issued by the Wartime Labour Relations Board (National) under the date of the 13th of November 1944.

It is hereby agreed that all such employees who are Members of the Organization shall continue their Membership as a condition of employment, and all new employees hired into the service during the life of this Agreement shall become Members of the Organization within sixty (60) working days from the date of their entry into the service and shall remain members of the Organization as a condition of employment.

AKTICLE IA.U

HOURS OF WORK

The workweek shall consist of five (5) days (Monday through Friday), forty (40) hours per week, from 8:00 a.m. to 4:30 p.m., with one-half (1/2) hour for 1A. ' lunch between 12:00 noon and 12:30 p.m.

Every employee with one (1) or **more** years **of** service who commences work on the first day **of** the workweek, **as** described above, will complete the week.

This guarantee of work is not applicable in the following situations:

Act of God;Employee recalled **from** lay-off to fill temporary assignments;

- Employee suspended or discharged for just cause;

- Employee's absence.

1A.2 All time worked before or after normal hours of work described in Clause 1A.1 shall be paid at time and one-half the **basic** hourly rate.

> This overtime will be paid in increments of one-half (1/2) hour with a minimum of one (1) hour's pay to apply.

1A.3 On Saturdays, the first eight (8) hours worked shall be paid at time and one-half the basic hourly rate. All hours worked in excess of eight (8) hours shall be paid at double time the basic hourly rate.

> No overtime will be scheduled after 5:00 p.m. on Saturdays.

All work performed in excess of twelve (12) hours and all work on Sundays shall be paid at double the basic hourly rate. 1A.4

- An employee called back to work after his scheduled day's work (or on Saturdays, Sundays and Holidays) shall receive a minimum of three (3) hours pay at the prevailing rate.
- Employees shall not be required to suspend work during the regular hours to absorb overtime.
- Daily overtime work shall be distributed first, to the Senior Employee on the job, and second, to the most Senior Qualified Employee in that classification, and third, to the most Senior Qualified Employee in the Blank. and formath to the most Junior Qualified Employee

Weekend overtime will be distributed on an equalization basis when possible as described above.

ARTICLE 1B.0

HOURS OF WORK (VESSEL UNLOADING)

- During vessel unloading a continuous operation will be established on the basis of two (2) twelve (12) hour shifts starting at **7:00** am on **the** day of arrival.
- **1B.2** Shifts will be designated:

"Shift A" working 7:00 a.m. to 7:00 p.m. "Shift B" working 7:00 p.m. to 7:00 a.m.

Manpower will be assigned to each **shift** on a seniority basis recognizing the Company's need **for** a **qualified** employee in the classifications of Maintenance Man and Operator **EL1**.

18.3 Paid meal breaks for 12 hour shifts will be as follows:

"Shift A" Lunch - 12 noon to 1:00 p.m. Supper- 5:00 p.m. to 5:30 p.m.

"Shift B" Lunch - 12 Midnight to 1:00 a.m. Supper- 5:00 am to 5:30 a.m.

1B.4 A vessel unload premium **over** and above the **regular** wage will be as follows:

"Shift A" - Fifty (\$0.50) cents per hour "Shift B" - Seventy-five (\$0.75) cents per hour

During the normal workweek the first eight (8) hours for each shift will be paid at the basic hourly rate.

The remaining hours will be at time and one-half (1-1/2) the basic hourly rate. All work performed in excess of twelve (12) hours will be at double the basic hourly rate.

SATURDAYS

The first eight (8) hours for each shift will be paid at time and one-half (1-1/2) the basic hourly rate. The remaining hours will be at double the basic hourly rate.

SUNDAYS AND GENERAL HOLIDAYS

All work performed on the above days will be at double the basic hourly rate.

- 18.6 Employees scheduled **for** general holiday and weekend work shall receive three (3) hours pay at the applicable rate should their work schedule be cancelled.
- 1B.7 On general holidays and weekends a work shift, if scheduled, will be guaranteed a minimum of three (3) hours pay at the applicable rate.
- **1B.8** The program **for** returning to day shift work after vessel unload will be worked out by mutual agreement.

ARTICLE 2.0

GENERAL HOLIDAYS

2.1 Employees who have been in the service of the Company for at Least thirty (30) calendar days, who have been entitled to wages for at least 12 days during the preceding thirty days, shall receive a day's pay for each of the following general holidays:

New Year's Day Good Friday Victoria Day Dominion Day Labour Day Personal Holiday (2) Civic Holiday Thanksgiving Day Remembrance **Day** December 24th **Christmas Day** Boxing **Day**

- 2.2 Employees required to work on any of the above mentioned holidays shall be paid in addition to their regular rate of wages for that day at a rate at least equal to two (2) times their regular rate of wages for the time worked by the employee on that day.
- Should any of the above mentioned holidays fall on a Saturday or Sunday, it will be scheduled on the Friday preceding the holiday or the Monday following, subject to the provision that the elevator may not shut down for more than four (4) consecutive days.

ARTICLE 3.0

ANNUAL VACATIONS

- 3.1 Vacation entitlement will be computed on the calendar year basis.
 - (a) Employees who, at the beginning of the calendar year, have less than one (1) year's service shall be entitled to one (1) day's vacation for each month service, with a maximum of ten (10) days. Their vacation pay shall be equivalent to four per cent (4%) of their gross earnings, as shown on their annual T-4 Slip.
 - (b) Employees who, at the beginning of the calendar year, have more than one (1) year of cumulative compensated service shall be entitled to two (2) weeks of vacation with pay.
 - (c) Employees who, at the beginning of the calendar year, have three (3) or more years of cumulative compensated service shall be entitled to three (3) weeks vacation with pay.
 - (d) Employees who, at the beginning of the calendar year, have nine (9) or more years of cumulative compensated service shall be entitled to four (4) weeks vacation with pay.
 - (e) Employees who, at the beginning of the calendar year 1990, have nineteen (19) or more years of cumulative compensated service shall be entitled to five (5) weeks vacation with pay.
 - Employees who, at the beginning of the calendar year 1991, have eighteen (18) or more years of cumulative compensated **service** shall be entitled to five (5) weeks vacation with pay.
 - (f) Employees who, at the beginning of the calendar year, have twenty-five (25) or more years of cumulative compensated service shall be entitled to six (6) weeks vacation with pay.
 - (g) Every effort shall be made to schedule vacations on the basis of two (2) consecutive weeks during the period of June 30 to September 15. Additional vacation may be scheduled during any period of the year, subject to advance notice of two (2) weeks to the employee concerned.

- (h) As a general rule not more than two (2) employees will be granted vacations at the same time subject to the necessity of maintaining operational needs.
- (i) Up to five (5) days vacation not taken within a calendar **year** may be carried forward up to March 31 of the following **year**.
- (j) Vacation lists to be posted prior to May 1st of each year and senior employees shall have preference of dates. In the case of two or more employees having the same seniority requesting identical vacation dates, priority shall be given in the order that the requests were received by Management concerned.
- (k) An employee on annual vacation and recalled to work shall be paid at the rate of time and one-half for the time worked instead of straight time as heretofore, and for each such day worked one day's vacation in lieu thereof shall be granted at a later date.
- (1) Vacation pay will be paid at two per cent (296) per week of previous year's grass earnings or regular forty (40) hours per week rate, whichever is greater.
- (m) Notwithstanding the above paragraphs, employees who have worked less than one thousand, five hundred and fifty (1,550) hours during the reference year shall receive a vacation pay based on the percentage of gross earnings during such period.

ARTICLE 4.0

HEALTH AND WELFARE

- 4.1 The Company will pay the full cost of the Ontario Health Insurance Plan (OHIP).
- 4.2 Effective April 1st, 1987, the Company will pay the full cost of \$20,000 life insurance coverage for its active employees.

Effective April 1st, 1991, the Company will pay the full cost of Twenty-Two Thousand Dollars (\$22,000) Life Insurance coverage for its active employees

In case of accidental death and dismemberment (A.D.&D.), the above mentioned life insurance coverage shall be doubled.

4.3 The Company shall provide at its own cost to all active employees covered by this agreement a "Weekly Indemnity Plan" as follows:

Effective April 1st, 1990, the weekly benefit shall consist of sixty-six and two-third percent (66-2/3%) of the U.I.C. insurable earnings up to a maximum of three hundred and Eighty-four dollars (\$384.00). The weekly indemnity benefits set herein shall continue for a maximum period of thirty-two (32) weeks.

It is understood and agreed that the Company will revise its weekly indemnity plan to conform with any future changes in the government regulations for a continued "qualified plan" during the term of the contract.

It is fully understood and agreed that the additional cost to the Company for these improvements is in lieu of any employee entitlement to rebate under Section 64-4 of the Unemployment Insurance Act, 1971.

Payments commence:

1. First day in case of accident:

2. Fourth day in case of sickness without hospitalization:

3. First day in case of sickness with planned hospitalization

- The Company will provide to all active employees a "Dental Plan", as outlined in the published insurance booklet, benefits payable at the current Ontario Dental Fee Guide.
- 4.5 All active employees shall benefit **from a 100%** Company paid health plan by which the employee will disburse Thirty-five Cents (\$0.35) on each prescription for drugs. **This** plan shall also provide for semi-private hospitalization **fees**.
- The Company will contribute thirty-five dollars (\$35) per employee per year, bankable for two (2) years, towards the cost of safety shoes, upon presentation of receipt.

The Company will contribute Fifty Dollars (\$50.) as above effective April 1, 1991.

4.7 The Company will supply work clothing to all employees with seniority on a two (2) sets per year basis. The employee will choose either a shirt/pant combination or coveralls.

- The Company agrees to establish and pay the premium cost of long term disability benefits for employees with seniority on the following basis:
 - a) Effective Nov. 1, 1990, the plan shell be integrated with C.P.P. Disability Benefits to provide for a maximum of One Thousand, One Hundred and Fifty Dollars (\$1,150.00) per month benefit to a disabled employee.

Effective April 1, 1991, the maximum level per month will increase to One Thousand, Two Hundred and Fifty **Dollars** (\$1,250.00).

b) Eligibility for L.T.D. shall be as follows:

February 1, 1986
April 1, 1986
April 1, 1987

10 years of service
7 years of service
5 years of service

- c) The L.T.D. benefits shall be payable after exhaustion of weekly indemnity benefits and Unemployment Insurance sick benefits.
- 4.9 All active employees on February 1, 1986 will be invited to join the Company Pension Plan. Future employees will have to join the plan after completion of the probation period, as described in Article 5.3.

ARTICLE 5.0

SENIORITY

- A seniority roster of **all** employees showing names and date of entry into the service in a position covered by this Agreement shall be posted in a place accessible to those affected.
- 5.2 Seniority rosters shall be revised and posted on January 1st of each year. Any error can be corrected at any time and such list shall be permanently posted. Names of new employees shall not be placed on the roster until they have been in the service for sixty (60) working days.
- 5.3 Any new employee, excluding temporary employees, shall be considered on probation for a period of sixty (60) working days. Upon completion of such probation period, the employee's seniority shall be retroactive to his first date of employment.
- In case of lay-off, seniority shall govern, subject to competence and fitness. Employees whose positions are abolished **or** who are displaced, may exercise their seniority over junior employees, providing they are competent and **fit** to **do** the **work.** When forces are increased, employees shall be returned to the service in order of seniority.

Permanent employees on Seniority shall be given two (2) regular work days advance notice of a layoff or sixteen (16) hours straight time wages in lieu thereof provided:

- The plant operation is not disrupted due to an Act of God.
- That labour activities do not prevent the Company from handling or processing its products or any other disruptive collective labour action over which the Company has no control.

5.5 During the period of summer vacations (May 1 to September 15), the Company shall have the right to hire temporary employees for the purpose of vacation replacements.

Such a temporary vacation replacement employee shall be designated "Temporary Employee".

No temporary employee $shall\ work\ during\ such\ time\ that$ any regular employee is on lay-off status.

No temporary employee shall be entitled to group Health end Welfare Benefits.

No temporary employee **shall** attain seniority but **shall be** subject to deduction of dues.

ARTICLE 6.0

VACANCIES AND PROMOTIONS

- Vacancies of a known duration of thirty (30) working days **or** more (except annual vacations) and new positions, shall be bulletined as **scon** as known, and subject to competence **and** fitness, senior employees will be given the opportunity to qualify.
- Employees accepting promotion shall be allowed a reasonable time of up to thirty (30) working days on the higher rated position in which to qualify, and failing will be returned to former positions without loss of seniority.
- 6.3 Employees temporarily or permanently assigned to higher rated positions, shall receive the higher rates while occupying such positions; employees temporarily assigned to **lower** rated positions shall not have their rates reduced.

A rate increase form shall be provided to all employees who are temporarily working a classification at a higher rate of pay. This form is to be handed into the Supervisor by Friday of each week.

- **6.4** Employees declining promotion **shall** not **lose** their seniority of service.
- Should an employee not be promoted, the duly accredited representative of the employees will, upon written request, be furnished with the reasons **therefore** in writing.

Prior to the inauguration of a permanent new classification, the Union shall be advised of its intended establishment.

When the permanent new classification or job is created, the Company may, at its discretion, establish a temporary rate for such work, and after thirty (30) days operations, shall negotiate with the Union a permanent rate which shall be retroactive to the effective date of the new job or classification.

ARTICLE 7.0

DISCIPLINE AND GRIEVANCE

7.1 Grievance Procedure

If an employee has a grievance or dispute with the Company, the parties agree to the following procedure:

STEP 1

The aggrieved employee shell bring the matter in writing to his immediate supervisor within five (5) working days of the occurrence of the grievance. A discussion must take **place** between the supervisor and the employee accompanied, **i f** he so desires, with his Union Committee Member, within two (2) working days.

The supervisor shall render his decision in writing within two (2) working days following such discussion.

STEP 2

Should the supervisor's response be unsatisfactory to the **grievor**, the matter shall be brought up in writing to the Plant Manager's attention within five (5) working days **following** STEP 1.

The Plant Manager shall then convene a meeting including the **grievor** and the Union grievance committee to **discuss** the matter. He should render **his** decision in writing within five (5) **working** days after such meeting.

STEP 3

In the event that the grievance is not settled to the employee's satisfaction, the matter should be referred in writing within five (5) working days, to the Company's Labour Relations' representative and the Union's business representative to be discussed with the parties involved. The parties shall communicate within a reasonable period of time to resolve the grievance.

Should there **be** no agreement, the matter shall be **referred** to arbitration in writing within ten (10) working days following the said communication.

7.2 Arbitration

In the notice to the other party, the party requesting arbitration must submit a list of names of individuals that it proposes to act as a sole arbitrator. The other party has ten (10) working days to either agree to one of the names submitted or submit its own list.

Should **there be** no agreement **in** the choice **of** a person to **act** as the arbitrator, the Federal Minister **of** Labour **will be** requested to appoint one.

- 7.3 The jurisdiction of the arbitrator shall be restrained to the terms and conditions spelled out in this collective agreement.
- 7.4 The arbitrator's decision shall be binding upon all parties concerned.
- 7.5 The cost of the arbitrator shall be shared equally by the parties. Each party shall pay their own costs.
- 7.6 No matter may be submitted to arbitration which has not been carried through all steps outlined in the grievance procedure. However, time limits may be extended by mutual agreement.

ARTICLE 8.0

BEREAVEMENT LEAVE

- 8.1 Bereavement Leave will be granted to employees as follows:
 - a) Five (5) consecutive calendar days leave in the event of the death of an employee's spouse, son or daughter. Effective October 26, 1988, parents, brother and sister.
 - b) Three (3) consecutive calendar days leave in the event of the death of an employee's grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law.
 - c) One (1) additional day leave will be granted to attend funerals outside a radius of four hundred kilometers (400 Km) from Midland.
- 8.2 In any event, the employee shall be compensated at eight (8) hours straight-time for days, as set above, he would have worked otherwise.

ARTICLE 9.0

WAGES

9.1

Hourly Rate Effective

CLASSIFICATION	<u>April 1/90</u>	Sept. 1/90	<u>April 1/91</u>
Maintenanceman Weighmaster Operator EL1 Grain Distributor Gr. 1 Grain Distributor Gr. 2 Probationary	15.04 14.44 14.18 13.88	15.04 14.74 14.18 13.88	15.79 15.47 14.88 14.57
Temporary Employee		10.82	10.82

Note:

The two (2) senior licensed fumigators will be paid a premium of:

Five cents (\$0.05) Effective April 1/90 Ten cents (\$0.10) Effective Oct. 25/90

Per hour above their regular straight time rate

ARTICLE 10.00

UNION DUES

- 10.1 The Company shall deduct on the payroll for the pay period of each month in which the 24th day of the month falls from wages due and payable to each employee within the bargaining unit of this collective agreement, an amount equivalent to the uniform monthly dues of the Union, subject to the conditions and exceptions set forth in this Article, and shell remit such amount to the designated Union Officer.
- 10.2 The amount of dues to be deducted shall be equivalent to the uniform, regular dues payment of the Union, and shall not include such payments as initiation fees and special assessments. The amount to be deducted shall not be changed during the term of this agreement except to conform with a change in the amount of regular dues in accordance with the constitutional provisions of the Union. The provisions of this section shall be applicable on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.
- 10.3 Dues will not be deducted from the pay of any employee for whom membership in the Union is not available under the same terms and conditions as for all other applicants. Membership in the Union shall not be denied for reasons of race, national origin, colour or religion.
- 10.4 Deductions for new employees shall commence on the first pay period which contains the 24th day of the month.

- 10.5 If the wages of an employee payable on the payroll in which the 24th day of the month falls are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 10.6 Payroll deductions now or hereafter required by law, deductions of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.
- 10.7 The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from the employee's wages, the Company shall adjust it directly with the employee.

In the event of any mistake by the Company in the amount of its remittance, the Company shall adjust the amount in the subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this section shall terminate at the time it remits the amounts payable to the designated Union officer.

- In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions Prom payrolls made or to be made by the Company pursuant to Clause 10.1, both parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense except that if at the request of the Union counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.
- 10.9 The question of what, if any, compensation shall be paid the Company by the Union in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration et the request of either party on fifteen (15) days notice in writing.

ARTICLE 11.0

SCOPE RULES

- 11.1 Supervisors, foremen and other personnel excluded from the bargaining unit will not be permitted or assigned to do work covered by the bargaining unit except as outlined below:

 - instructing **and/or** training employees demonstrating the correct use of tools **or** equipment
 - assisting employees to overcome operating emergencies
 - acting to prevent an accident or injury to an employee.
- 11.2 The Company will not contract out work currently perfomed by bargaining unit employees.

ARTICLE 12.0

SEVERANCE PAY

- 12.1 In the event of a permanent lay-off, the following schedule of separation pay will apply:
 - a) For employees with less than two (2) years of service, normal notice required by law.
 - b) Far employees with two (2) or more years of service, one week's wages at their regular rate of pay (40 hours) for each completed year of service.

ARTICLE 13.0

JURY DUTY

An employee who is required to be absent from work for jury duty shall receive whatever straight time pay he would have otherwise received up to and including forty (40) hours in any one week, less the amount of jury pay which he received for the same period. To be eligible for the above payment, the employee must notify his Foreman at the time of his call to Jury duty and must furnish evidence of the amount of pay received for jury duty.

X

ARTICLE 14.0

DURATION

This Agreement shall remain in effect until March 31, 1992 and thereafter; and shall be subject to ninety (90) days notice in writing from either party to the other of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to December 31, 1991.

ARTICLE 15.0

LETTERS OF UNDERSTANDING

15.1 It is agreed that letters of understanding included in Appendix "A" will be considered to be part of the Collective Agreement.

ARTICLE 16.0

APPENDIX "A"

(LETTERS OF UNDERSTANDING)

- 1. Maintenance Contracting-In dated April 9, 1986
- 2. Watchman Classification dated October 26, 1988
- 3. Licenced Fumigators dated October 25, 1990

In witness thereof, October 25, 1990.	the	parties	have	signed	at	Midland	on
FOR THE COMPANY:		2	FOR	THE UNIC	n:		
G.H. Oliver Plant Manager	_		C. Pin Genera Vice-G		ary- Chair	 Treasure man	r

TRITTER OF UNDERSTANDING

BETWEEN:

American Federation of Grain Millers (AFL-CIO-CLC) International, Local Union No. 210, Midland, Ontario

and

Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees, Local 976

and

Ogilvie Mills Ltd., Midland, Ontario.

SUBJECT:

MAINTENANCE - CONTRACTING-IN

The purpose of this agreement is net to take away any work from B.R.A.C. employees that was legally performed by them.

Considering the fact that the Company has no licensed electricians or millwrights in its Grain Elevator, whose employees are B.R.A.C. members;

Considering that such qualified personnel ate employed in the Mill, whose employees are A.F.G.M. members:

The parties herein agree on the following:

- The Company may assign its licensed electricians to perform work which requires a licensed electrician in both premises.
- The Company may assign its licensed millwrights to perform work which requires a licensed millwright in both premises in the following circumstances:
 - a) B.R.A.C. members are not laid-off due to assignments in the Grain Elevator:
 - b) A.F.G.M. members are not used as helpers;
 - c) B.R.A.C. local chairperson or his delegate is informed prior to the assiynments:
 - d) Grain Elevator maintenance personnel will be given priority to work with licensed millwrights;
 - e) They will not be assigned to day-to-day work except on "emergency situations".

In witness thereof, the parties have signed in Midland on April 9, 1986

Land Mill
. McCombs, International Vice-president A.F.G.M.
De Ban
J. Buxton, President, Local 210 A.F.G.M
DD.D. Buyas
Manchip, General Chairman B.R.A.C.
·
Line Hank
rman B.R.A.C. Local 976
B. Giroux. Director of Personne
Mujen
D.E. Taylor, Plant Manager.

LETTER OF UNDERSTANDING

BETWEEN: Transportation Communications International Union,

Midland, Ontario. Local **976**

- and -

Ogilvie Mills Ltd., Midland, Ontario.

SUBJECT: Watchman Classification

Should in the future a Watchman Classification be required, it is agreed that such watchmen will become employees of Ogilvie Mills Ltd. and members of the Transportation Communications International Union.

DATED: October 26, 1988.

;

LETTER OF UNDERS

BETWEEN:

Transportation Communications International Union, Midland, Ontario.
Local 976

- and -

Ogilvie Mills Ltd., Midland, Ontario

SUBJECT: <u>Licenced Fumigators</u>

- When and if there are two (2) licenced fumigators available, the licenced fumigators will perform the necessary fumigation duties when required.

It is agreed that another employee will be assigned to the fumigators regular duties during his absence while fumigating.

DATED: October 25, 1990.

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