

SOURCE	Comp.		
EFF.	01	04	85
TERM.	31	03	87
No. OF EMPLOYEES	50		
NOMBRE D'EMPLOYÉS			

MEMORANDUM OF AGREEMENT made this 11th day of MARCH, 19 85.

Between:

UNITED GRAIN GROWERS LIMITED,  
a corporation incorporated by  
special act of the Dominion  
of Canada, hereinafter called  
the "Company".

OF THE FIRST PART

and

UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL 280P  
affiliated with the AFL-CIO  
and the Canadian Labour Con-  
gress, on behalf of a unit  
of employees of the Company  
as defined in Article 1, here-  
inafter called the "Union".

OF THE SECOND PART

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## ARTICLE 1 - RECOGNITION & SCOPE

The parties agree that the Union is established as the sole and exclusive collective bargaining agent of a unit of employees of the Company, by order of the Canada Labour Relations Board, dated November 10, 1970, comprising employees in the Seed Department, Western Region, at 7410 - 120 Avenue, Edmonton, Alberta. Classified as warehouseman, mill operator, maintenance helper, **fork** lift operator, maintenance man and blender - excluding foreman, persons above the rank of foreman, seed buyers, grain sales supervisor, managers, technicians and clerical employees.

## ARTICLE 2 - OBJECTS

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

ARTICLE 3 - UNION MEMBERSHIP & DUES

1. It is agreed that all present employees covered by this Agreement, shall be members of **the** Union in good standing and shall maintain such membership **as a** condition of employment, for the duration of this Agreement.
2. All employees hired on or subsequent to the signing of this Agreement, who come within the scope of this Agreement., shall become members of the Union within thirty (30) days following the **date** of their employment and shall thereafter maintain such membership in good standing, for the duration of this Agreement.
3. An employee shall be deemed to be a member of the Union in good standing upon paying or tendering the payment of initiation fee and membership dues uniformly required **as a** condition of acquiring or retaining membership in the Union.
4. The Company agrees upon receipt of **a** written authorization from the employee, in the form of a signed Union membership card, to deduct from the wages owing the employee the uniformly required initiation fee, and to thereafter deduct uniformly required Union **dues** monthly in accordance with the following.

The Company will procure from such **new** and probationary employees the necessary membership applications and membership in the Union shall be granted.

5. Authorization to deduct initiation fee and Union dues becomes effective **as** of the first day of the calendar month following the month in which they are received at the Head Office of the Company.
6. If an **employee** has not sufficient **earnings** due **him** to cover Union dues deductions for the pay period in which dues deductions are regularly made, no dues deductions will be made from that employee for that month.
7. **As** soon as possible after the deduction of Union **dues**, but in any event no later than the 15th **of** the month, the Company will remit to the United Food and Commercial Workers International Union, Local 280P, by cheque the amount so deducted together with **a** listing showing the amount deducted from the **wages** of each employee.
8. It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against **it** by any employee or employees for amounts deducted from **wages** **as** herein provided.

#### ARTICLE 4 - REPRESENTATION

1. The Union agrees to establish arrangements which will enable all employees in the bargaining unit to have Union representation with respect to complaints or grievances about the application or non-application of this Agreement.

2. The Company agrees that permission for the Business Agent of the Union responsible for the membership covered by this Agreement to enter the Company's premises will not be reasonably withheld.
3. In order to save as much time and expense as it possible under the circumstances, it is agreed that only two **(2)** employees of the Company will be present at any meeting having to do with an employee's grievance.
4. The Union agrees to furnish the Company with the names of the executive officers and stewards of the local, and of any change in or substitution of same as they occur before the Company is asked to recognize them.
5. The number of stewards shall not exceed one (1) steward for each twenty **(20)** employees or portion thereof.
6. The Union acknowledges that stewards **as** well **as** Union officers will continue to perform their regular duties on behalf of the Company, and that such persons will not leave their regular duties without first obtaining permission from their foreman or immediate supervisor, and when resuming their regular duties after being engaged in duties on behalf of the Union they will report to their foreman or supervisor, and will give any reasonable explanation that **may** be requested with respect to their absence.
7. It is clearly understood that stewards and other Union officers will not absent themselves from their duties unreasonably in order to deal with the grievance of employees or to attend meetings with management, and that in accordance with this understanding the Company will compensate such employees at their regular rate of pay for time so spent in dealing with grievances and meetings with management.

8. Such compensation will not be allowed for time spent outside the employee's regular working **hours**.

#### ARTICLE 5 - MANAGEMENT RIGHTS

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

#### ARTICLE 6 - GRIEVANCE & ARBITRATION PROCEDURE

1. It is agreed by the Company and the Union that wherever possible complaints of employees or management shall be adjusted **as** quickly **as** possible without prolonged discussion and it is further agreed that an employee has no grievance.

until he or the Chief Steward has first given the foreman the opportunity of adjusting the complaint.

2. If **such** complaint or adjustment is not amicably settled to the satisfaction of the employee or employees concerned within **two** (2) working days, or within any longer period mutually agreed upon, then the following steps **may** be carried out in the grievance procedure.

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

#### STEP 1

3. Any employee having been unable to effect **a** satisfactory settlement with his foreman **as** generally outlined above, and who believes he has a complaint or grievance, shall state his grievance in writing, This written statement must be made to the Company within ten (10) days of the occurrence of the incident from which the grievance arises if the grievance **does** not arise as the result of disciplinary action, suspension or dismissal by the Company.
4. If the grievance does arise **as** the result of disciplinary action, suspension or dismissal by the Company, such grievance must be stated in writing within five **(5)** days of the occurrence of the incident from which the grievance arises.
5. Such grievance must be signed by the grieving employee or employees, and a copy delivered to the foreman or supervisor



of the employee or employees concerned. The employee shall have the right to request the assistance of a Shop Steward.

6. After such discussion as is necessary, the foreman shall state his decision, in writing with appropriate reasons if necessary; a copy of such statement going to the Steward representing the employee, and a copy going to the Superintendent of the Seed Plant within two (2) working days, or such longer time as is mutually agreed upon.

### STEP 2

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

### STEP 3

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

a.

10. The Union shall have the right to initiate a group grievance or a grievance of general nature, at Step 2 of the grievance procedure.
11. If after the completion of Step 3 of the grievance procedure either party desires that the grievance be referred to arbitration it shall, within thirty (30) days, notify the other party in writing, stating the issue to be arbitrated, the alleged violation of the Agreement, and the name of its appointee, to an Arbitration Board. The recipient of the notice shall, within five (5) days, advise the other party of its nominee to the Arbitration Board. If they are unable to agree on a Chairman within a further period of five (5) days, then either party may request the Minister of Labour for Canada to appoint such Chairman.
12. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance in question.
13. Each of the parties hereto shall bear the expenses of its arbitrator, **and** the parties shall equally bear the expenses and/or fees of the Chairman of the Arbitration Board.
14. The Arbitration Board shall not have jurisdiction or power to make any decision inconsistent with the terms of this Agreement, nor to alter, modify or amend this Agreement, but shall base its decision on the contractual rights of the parties as disclosed by this Agreement.
15. At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned and any necessary witnesses (who shall not at any time exceed three (3) in number except with the mutual consent of both parties).

16. The Company undertakes that it will not attempt to settle a grievance directly with an employee if his grievance **has** ,already been discussed with the Company by the Union.

#### ARTICLE 7 - STRIKES & LOCKOUTS

1. During the term of this Agreement the Company agrees that there shall be no lockouts, and the Union agrees that there shall be no slowdown, strike, or any stoppage of or interference with work which would cause any interruption of work.
2. The Company shall have the right to discipline or discharge any employee taking part in any violation of Section (1) of this Article.

#### ARTICLE 8 - SENIORITY

1. Employees' seniority **as** covered in this Agreement shall apply only to employment at the Company's Seed Plant defined in Article 1, and shall not be interpreted to apply elsewhere.
2. Seniority shall be on **a** plant seniority basis. **The** seniority of an employee shall be based upon his unbroken service with the Company from the date on which he was last engaged.
3. The Company will prepare and post in January and July of each year on bulletin boards, rosters showing the seniority as to length of service **as** at December 31st and June

30th respectively of each year. Objections to the accuracy of the lists will be entertained within **a** period of fifteen **(15) days** from the date of each posting. Any corrections shall be shown on **a** supplementary sheet. The Company **will** supply copies of the complete roster to the Local and to the designated representative of the Union.

#### 4. Probationary Employees

4.1 An employee shall be regarded as probationary until he **has** completed sixty (60) consecutive days of employment with the Company from the date of last hire. **At** the end of the probationary period the employee shall be placed on **a** seniority list with service back to the date of hire **immediately** preceding the completion of the probationary period.

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

#### 5. Breaking of Seniority

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

- a) Dismissal, (if not reinstated through the grievance procedure or otherwise), voluntary resignation, quitting or retirement.
- b) Continuous lay-off due to **lack** of work **for** a period in excess of twelve (12) months.
- c) Failure to report for work within one (1) calendar week after being notified to report following a lay-off, or after the termination of a leave of absence, unless in either case

the employee is excused for reasons satisfactory to the Company.

- d) An employee shall be deemed to have quit if absent from work without explanation or excuse satisfactory to the Company for five (5) continuous working days.

## 6. Seniority Applied for Lay-offs and Recalls

- 6.1 When staff in any seniority unit is being reduced because of temporary lack of work, the most junior employee shall be laid off in order of seniority, provided those to be retained on the basis of seniority have the skill, ability, experience and qualifications to perform in an efficient manner the work remaining,
- 6.2 The judgment of the Company as to whether an employee is able to satisfactorily perform the work available will be respected, but the Union is entitled to invoke the grievance procedure in order to determine whether or not the Company has fairly and **adequately** considered all of the relevant facts.
- 6.3 When recalling employees for the purpose of increasing staff they shall be recalled in inverse order of lay-off, provided they have the skill, ability, experience and qualifications to perform the work available.
- 6.4 When the Company is recalling employees, the employees recalled must notify the Company within three (3) days (excluding Sundays and holidays) of the date of the notice of recall to his last address on file with the Company that he is available and willing to accept the work assigned, If he fails to do so his name will be

passed over, and another employee will be recalled. Notice shall be sent by Registered Mail.

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

7. Waiving of Seniority

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

8. Seniority Applied to Promotions and Transfers

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

9. Job Posting

Job **vacancies** within the bargaining unit shall be posted for three (3) working days to give employees with seniority time to apply.

10. Transfer to Supervisory Positions

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

11. Bargaining Unit Work

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

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

ARTICLE 9 - HOURS OF WORK & OVERTIME

1. Hours of Work

1.1 The work day is a 24 hour period running from 12 midnight one day to 12 midnight the following day. The work week begins at 11:59 p.m. Sunday and ends at 11:59 the following Sunday.

1.2 Regular hours in a week shall be forty (40) hours, worked in five (5) consecutive days, eight (8) hours

per day, and when the plant is on a five (5) day schedule such hours shall be worked Monday through Friday. However, if it is necessary to implement a Tuesday to Saturday shift a premium of .50 per hour shall **be paid** for all hours **worked** on the fifth (5) **day, Saturday.**

1.3 The hours of work, other than when shifts are required, shall be scheduled **between 7:00 a.m. and 5:00 p.m., Monday** through Friday.

## 2. Shift Hours

2.1 When shifts **are** scheduled, **assigned** employees who **start** work between the hours of:

a) 7:00 a.m. and 8:00 a.m. are considered on the day shift and will receive regular rate.

b) **3:00 p.m. and 4:00 p.m.** are considered on the second shift **and** will receive the **second** shift differential.

c) **11:00 p.m. and 12:00** midnight are considered on the third shift and will receive the third shift differential.

2.2 Shift differentials shall not apply **when** an employee is being **paid on** an overtime basis.

2.3 Except by mutual consent, no individual's regularly scheduled hours shall **be** changed without twenty-four (24) hours notice. If such schedule is changed without **consent** and without proper **notice** the employee **will** be **paid** time **and** one-half his regular straight time rate



for all hours worked outside the previous schedule, until the expiry of the required period of notice.

### 3. Lunch Period

3.1 A 30 minute lunch period will be provided as close to the middle of the shift as the efficiency of the operation permits.

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

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

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

### 4. Relief Period

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

### 5. Daily & Weekly Overtime

All hours worked in excess of forty **(40)** straight hours in **any** work week or eight **(8)** straight hours in any one work

**day** shall be compensated for at the rate of time and one-half the employee's straight time hourly rate.

6. Sixth and Seventh Day Premium

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

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

7. Call Back Pay

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

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

8. Distribution of Overtime

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

9. Shutdown for Repair/Maintenance

If it is necessary to shutdown for repair/maintenance, the Company will retain maintenance employees to the extent

necessary. If others are needed they will be scheduled provided they are qualified to perform the necessary work.

#### 10. Injury Shift Guarantee

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

### ARTICLE 10 - TIME OFF FROM WORK

#### 1. Bereavement Leave

- 1.1 The Company agrees that an employee shall be granted reasonable leave of absence from his regular employment, up to a maximum of three (3) days, immediately following the death of a member of his family for the purpose of attending the funeral, a memorial service or making funeral arrangements without loss of regular wages.
- 1.2 In determining reasonable absence, consideration shall be given to the relationship of the employee to the deceased and the responsibility of the employee for making funeral arrangements.
- 1.3 An employee's immediate family shall be considered as wife, husband, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law and grandparents.

## 2. Jury Duty

- 2.1 An employee who is called for Jury Duty and while so engaged, will be paid the difference between jury pay and his regular base rate of pay.
- 2.2 A certificate of service from the Court is to be presented to the Company before such payment will be authorized.

## 3. Leave of Absence

- 3.1 The Company may grant leave of absence without pay retroactively or otherwise for legitimate reasons including illness, accident or to transact personal business but not for gainful employment elsewhere, except as noted in Section 4 below.
- 3.2 Seniority will not accumulate during any leave of absence in excess of (thirty) 30 calendar days.

## 4. Leave for Union Business

- 4.1 At the Union's request the Company shall grant a leave of absence of not less than, nor more than, one (1) year to an employee for the purpose of working in an official capacity with the Union providing:
- a) the employee has previously attained one (1) year's continuous service
  - b) the Union makes application to the Company in writing, and
  - c) the Company is given at least one (1) month's notice.

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

## ARTICLE 11 - HOLIDAYS

### 1. Observed Holidays

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

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion <b>Day</b>	<b>Christmas Day</b>
Civic Holiday	<b>Boxing Day</b>

- 1.2** When an **observed** holiday **falls** on a day that is a non-working day for the employee, he shall be granted a holiday with pay at some other time, convenient to the employee and the Company.
- 1.3** When New **Years** Day, Dominion **Day** or Christmas **Day** **fall** on a Sunday or **Saturday** that is a non-working day **the** holiday shall **be** granted **immediately** preceding or following the **day** in point.
- 1.4** Any general holiday proclaimed by the Federal Government **or** Provincial Government **of** Alberta shall be granted to employees with the same conditions **as** an **observed holiday**.

## 2. Holiday Pay

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

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

3. Pay for Holiday Work

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

ARTICLE 12 - VACATIONS1. Vacation Period

- 1.1 An employee who is on the active payroll and who has completed **one** (1) or more years continuous service will be entitled to two **(2)** weeks vacation with pay. Such payments shall be in accordance with the Canada Labour (Standards) Code, Part III, S.C. 1965.
- 1.2 An employee who is on the active payroll and who has completed four (4) or more years continuous service will be entitled to three **(3)** weeks vacation with pay.
- 1.3 An employee who is on the active payroll **and** who has completed ten (10) years or more continuous service will be entitled to four **(4)** weeks vacation with pay.
- 1.4 An employee who is on the active payroll and who has completed eighteen (18) years or more continuous service will be entitled to five (5) weeks vacation with pay.
- 1.5 **Vacation** pay shall be computed on the basis of forty **(40)** hours per week at the employee's actual rate of

pay or two (2) percent, per week of total gross earnings, whichever is greater,

2. Timing of Vacations

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

ARTICLE 13 - HEALTH & SAFETY

1. The Company will give proper attention to the elimination of conditions which are a hazard to the health or safety of the employees.



2. The Company will supply hard hats and dust masks at no cost to the employee. Such equipment will be charged to the employee if lost, but will be replaced by the Company if worn out through normal use.
3. A Safety Committee comprised of two Union nominated members and two management nominated members, shall meet monthly to discuss and review matters of plant health and safety.
4. No employee shall be required to operate or use any machine, tool or other equipment that is not in safe working order.
5. The Company reserves the right to call for a medical examination at any time, and a person making application for employment may be required to pass a satisfactory medical examination.

#### ARTICLE 14 - BULLETIN BOARDS

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

ARTICLE 15 - SCHEDULES

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

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

ARTICLE 16 - GENERAL

1. Clothing

The Company agrees to supply two (2) pairs of coveralls annually to each regular employee so requesting them.

2. Technological Change

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

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

ARTICLE 17 - PLANT CLOSURE & SEPARATION ALLOWANCE

1. The Company shall give notice of its intention to permanently close the plant referred to in this agreement at least sixty (60) calendar days prior to such closing.
2. Separation payments shall be made to employees on the following basis:
  - a) they have three (3) or more years seniority
  - b) they are actively employed with the Company and accumulating seniority or have laid-off within the three (3) day period preceding the date of notice of closing.

Employees on leave of absence up to one (1) year and employees receiving Workers' Compensation or away from work on recognized sick leave will be eligible.
3. Separation payments shall not be made:
  - a) to employees who have less than three (3) years credited service
  - b) to employees who are discharged for cause
  - c) to employees who retire
  - d) to employees who voluntarily resign
  - e) to employees who refuse an offer of employment by the Company in another unit of its business, the location of which is reasonably accessible to the location of the place of employment from which the

employees' are being dropped from service

- f) in the event that the closure is brought about by war, strike, walkout, work stoppage, slowdown or other cessation of work, fire, actions by government or government legislated bodies or act of God.
4. In order to qualify for separation allowance, employees will continue to work in a satisfactory manner as long as required.
  5. Separation allowances for eligible employees shall be computed on the basis of three (3) days pay at the employee's regular rate for each completed year of service up to 12 years service plus five (5) days pay for each completed year over 12 years of service to a maximum of thirty (30) years service.

ARTICLE 18 - TERMINATION CLAUSE

1. This Agreement shall be valid until MARCH 31st, 1987 and shall remain in force from year to year thereafter unless written notice of a desire to amend or to terminate it is given by either party to the other.
2. Such notice shall be given not more than sixty (60) days prior to the termination date of this Agreement.
3. If notice, as contemplated under paragraph 1 of this Article, is given by either party to the other, the other party agrees to meet for the purpose of negotiations within fifteen (15) days after giving such notice, if requested to do so,

Signed at Edmonton, Alberta this 22 day of March, 1985

FOR THE COMPANY

Henry Chutrain  
R. L. Crossman

\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

Peter Boytzun  
Willie Patenaude

\_\_\_\_\_  
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SCHEDULE A1. New Job Titles

1.1 The Company may establish new job **titles** falling within the scope of this Agreement, and establish rates of pay for such new job titles. However the Company shall notify the Union of any new job titles established, and the new job titles and the rate of pay established therefore shall be subject to bargaining at the request of the Union. Such request shall be made by the Union within sixty (60) days after notification by the Company of the establishment of the new job title.

1.2 In the event that the rate of pay agreed on in the bargaining is different from the rate fixed by the Company, the rate agreed to by the Company and the Union shall be retroactive to the date on which the new position was filled.

2. Shift Differentials

2.1 Because of inconvenience of working hours, a shift differential is paid in addition to an employee's regular straight time hourly rate if he is assigned and works the second or third shift.

2.2 The second shift differential is .35 hour effective **April 1, 1985** and .40 hour effective **April 1, 1986**. The third shift differential is .40 hour effective **April 1, 1985** and **.45 hour** effective **April 1, 1986**. Both differentials are in addition to the employee's regular straight time hourly rate.

2.3 The applicable shift differentials for the second and third shift shall not be included in the regular straight time hourly rate when computing overtime.

2.4 Shift differentials shall not apply when an employee is being paid on an overtime basis.

3. Rate of Pay Permanent Transfer

3.1 An employee permanently transferred to a higher rated job will be paid as follows:

a) if he **has had** training **in** the work and **can regularly** perform the job without instruction or assistance, he will be paid the regular **rate** for the job.

b) if it is necessary for him to go through a training period to handle the new work, he will be paid the regular rate for the job at such time as he completes the training period and can regularly perform the job without instruction or assistance, **A training period** shall normally not be longer than six **(6)** weeks.

3.2 An employee permanently transferred to a lower rated **job** will continue to receive the rate of pay of the position from which he was transferred for the six **(6)** weeks immediately following the effective date of the transfer.

However, when an employee is transferred to a lower rated job because of inability to perform the **job**, health or request, then the lower rate of **pay** shall immediately apply.

#### 4. Rate of Pay Temporary Transfer

- 4.1 An employee temporarily assigned to **a** higher rated **job** will be paid the higher rate when such assignment is for four **(4)** or more hours on a shift, providing he can perform the job without instruction or assistance.
- 4.2 **An** employee temporarily assigned to **a** lower rated job will have his regular rate continued for **a** period of thirty **(30)** calendar days unless the assignment is made at the employee's request, or is made to avoid the lay-off of the employee.

#### 5. Flexibility

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



6. Wage Rates & Job Classifications

- 6.1 The following wage rates and classifications shall be in effect for the term of this Agreement:

<u>Classification</u>	<u>April 1/85</u>	<u>Oct. 1/85</u>
1. Warehouseman Mill Operator Helper	9.90	10.30
2. Mixer	10.00	10.40
3. Fork Lift Operator Maintenance Helper	10.20	10.60
4. Cleaner Operator	10.50	10.90
5. Mill Op. - Grass Seed	10.50	10.90
6. Mill Op. - Hard Seed	10.50	10.90
7. Maintenance Man	10.85	11.25

NOTE: Warehouseman operating one man automatic bagging unit - .05 per hour differential while so engaged.

Casual Labour Rate

0 - 4 consecutive weeks                      8.00

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

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