

# Collective Agreement

February 15, 2000 to February 15, 2003

**Windsor Grain Terminal, Ltd.  
Windsor, Ontario**

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WINDSOR GRAIN TERMINAL, LTD.  
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**AGREEMENT**

Windsor Grain Terminal

Between

WINDSOR GRAIN TERMINAL, LTD.  
Windsor, Ontario

And

UNITED FOOD AND COMMERCIAL  
WORKERS LOCAL 278W, ONTARIOTERM: February 15, 2000 to February 15, 2003Page

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THIS AGREEMENT, made and entered into this 29<sup>th</sup> day of January, 2000, by and between the WINDSOR GRAIN TERMINAL, LTD. hereinafter referred to as the "Company" and the UNITED FOOD AND COMMERCIAL WORKERS LOCAL 278W, ONTARIO, affiliated with the Canadian Labour Congress, hereinafter referred to as the "Union."

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

## ARTICLE I                      RECOGNITION

### Section 1.01                      Recognition

The Company, during the life of this Agreement, recognizes that the Union is the sole and exclusive collective bargaining agent of all employees of the Company at its grain terminal at 5600 Maplewood Drive, Windsor, Ontario, excluding office staff supervisors and above.

### Section 1.02                      Union Membership

The Company agrees that all employees shall become and remain members in good standing with the Union. For purposes of this Agreement, and this Agreement only, membership and good standing requirements shall be satisfied by the payment of the regular prescribed initiation fee, monthly dues and special assessments as specified by the Union.

Note: Probationary and seasonal employees will be required to join the Union immediately upon employment.

### Section 1.03                      Checkoff

The Company agrees to deduct initiation fees, monthly dues, and special assessments, as specified by the Union, from the wages of employees covered by this Agreement. The Company shall remit such monies so deducted to the Treasurer of the local Union, no later than the 10th of the following month. The Company will, at the time of making such remittance to the local Union, specify the employees from whose pay the deductions were made.

## ARTICLE II                      MANAGEMENT RIGHTS

### Section 2.01                      Management Rights

A - The Company retains any and all management rights not expressly limited by the specific terms of this collective Agreement. Among these rights, but not

intended as a wholly inclusive list, shall be the right to manage the plant and direct the workforce; to plan, direct and control plant operations; to determine the means, methods, processes and schedules of production; to determine the products to be manufactured or processed, and the plant or facility at which they are to be manufactured or processed; to determine the location of its plants/grain terminals and the continuance of its operating departments; to transfer work temporarily or permanently between plants/grain terminals; to temporarily or permanently close the grain terminal or any portion thereof during the term of the collective Agreement; to promote, demote or transfer employees from one job to another; to decide on "make" or "buy" decisions; to determine the number of personnel needed; to determine schedules, shift assignments, and hours of work including overtime; to determine the number of shifts; to demote, discipline, suspend or discharge employees for just cause; to maintain order; to hire, rehire, or recall employees; to lay off or relieve employees from duty because of lack of work or any other legitimate reason; to make and enforce reasonable plant rules and regulations; to make and enforce safety rules; to assign employees to work and designate the duties of the employees; to change, modify, eliminate or reassign job duties; to set the wage rates for newly created jobs; to contract work out or in, including maintenance and construction work, or to have such work performed by other Company personnel; to use contract labourers; and to make any decisions or changes which in the opinion of management, the efficient operation of the grain terminal requires.

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

### ARTICLE III

### GRIEVANCE & ARBITRATION PROCEDURE

#### Section 3.01

#### Grievance Procedure

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

##### Step 1 (In Writing)

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

##### Step 2

Between the Union Steward, a Representative of Local 278W, the Elevator Superintendent and the Plant Manager. The Plant Manager will give his answer in writing to the Union within 7 calendar days. The Union must notify the Plant Manager

in writing within 15 days following receipt of the answer of their desire to advance the grievance to Step 3 or the grievance will be considered waived.

### Step 3

Between the Union Steward, a representative(s) of Local 278W and the Elevator Superintendent, the Plant Manager or his representative and a representative of the President of the Company. The Company representative will give the Union the Company's written decision within 30 calendar days following the Step 3 meeting.

## Section 3.02

### Arbitration Procedure

If the grievance is not resolved at Step 3, it may then be submitted to arbitration, provided the Union notifies the Company in writing of its intention to arbitrate. Such notice must be made within 30 calendar days after receipt of the Company's Step 3 written answer, and the arbitration shall be scheduled within 60 days after such notice is received or the grievance will be waived. Grievances referred to arbitration will be submitted to a single Arbitrator from the following list:

1. Professor E. E. Palmer, Q.C.
2. Mr. H. D. Brown
3. Professor W. Rayner
4. Professor A. M. Kruger
5. Professor G. J. Brandt

The Arbitrator shall be selected by the alternate deleting of names from the above panel. If a selected Arbitrator is not available in a reasonable period of time, an alternate Arbitrator may be selected.

## Section 3.03

### Jurisdiction Of The Arbitrator

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

## Section 3.04

### Expenses

Each party shall bear its own expenses. Expenses and fees of the Arbitrator shall be equally divided between the Company and the Union.

## Section 3.05

### Prompt Processing And Time Limits

A - If the Company fails to process a grievance at either Step 1 or Step 2 in a reasonably prompt time, the Union may bypass such Step and proceed to the next Step of the grievance procedure.

B - Time limits may be extended by mutual written agreement of both parties. If the Company fails to meet its Step 3 time limit, the grievance will be considered as being automatically progressed to the arbitration procedure if the Union so desires.

Section 3.06                      Union Notice Of Written Discipline

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

Section 3.07                      Union Representative- Disciplinary Meetings

Employees have the right to have a Union Representative (provided the Representative is at work on that shift) in attendance at a meeting called by management in which the employee could receive discipline that is to be recorded in the employee's file or in the Company's records.

Section 3.08                      Notice Board

A notice board shall be supplied by the Company, large enough to accommodate Union notices, in the lunchroom. Notices relevant to Union activities may be posted if properly signed by authorized Union personnel and approved for posting by the Plant Manager, or his representative.

ARTICLE IV                      JOB CLASSIFICATIONS AND RATES OF PAY

Section 4.01                      Job Classifications And Rates Of Pay

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

<u>Job Classification</u>	<u>Hourly Rates Effective</u>		
	<u>1-31-00</u>	<u>2-15-01</u>	<u>2-15-02</u>
Maintenance Electrician	\$24.32	\$24.72	\$25.12
Elevator Operator			
(after 24 months)	20.21	20.61	21.01
(2nd 12 months)	16.85	17.25	17.65
(1st 12 months)	15.57	15.97	16.37
Seasonal	12.00	12.00	12.00

NOTES APPLICABLE TO JOB CLASSIFICATIONS

1. Employees in any job classification will perform any jobs or duties to which they may be assigned. Each "job classification" may include a wide variety of different jobs, tasks and duties, some of which may cross job classification



lines. Maintenance, housekeeping and lubrication duties may be required of any employee. Employees who either perform maintenance duties or assist in performing maintenance duties will be paid at the rate of their own regular job classification. There is no contractual obligation for establishing light duty job classifications.

2. There are no minimum crew or job manning requirements. The Company has the sole right to determine the number of employees in any job classification as well as the right to determine crew size in the plant or any portion thereof, provided there is no violation of the Canada Labour Code. Classified jobs may be filled, vacated or permanently discontinued at the Company's discretion.
3. If employees within the bargaining unit do not possess the necessary skills to fill a vacancy, the Company may fill such vacancy by hiring from outside.
4. Employees will be paid a trimming premium of 40¢ per hour which shall be paid to those employees who are working in the hold of a ship while the trimming machine is in operation. Such premium shall not be included in the calculation of overtime payments.
5. Nonemployee, contract labourers may be used to supplement the Company's workforce in handling lines, flinging and clean-up work. Such contract labourers will not be used if any permanent full-time employee is in a layoff status unless such laid off employee either cannot be immediately contacted, or if contacted, the employee rejects the opportunity to perform the available work. The term "contract labourer" will be deemed to not include skilled tradespersons, technological specialists or individuals associated with the building or construction trades.
6. The Company may, at its discretion, assign an employee to act as a "Backup" to the Maintenance Electrician. Such employee will receive the rate of the Maintenance Electrician at such times as all of the following conditions are met: (1) the employee performs Maintenance Electrician work for one or more hours during the day, not counting time spent relieving for short periods of time such as for breaks and lunch periods, and (2) the "Backup" employee has successfully completed 3 years of maintenance electrical training as prescribed by the Company.
7. Seasonal employees are to be used during the shipping season of each year. Seasonal employees shall not be entitled to Company Benefit Plans, Seniority, Recall Rights or any other provisions of this agreement. Should a Seasonal employee join the permanent workforce, consecutive periods of employment will be taken into account and applied towards the completion of the probationary period. Discharge of a seasonal employee shall be deemed to be for just cause. Seasonal employees will not be used if any permanent full-time employee is in a layoff status unless such laid-off employee either cannot be immediately contacted, or if contacted, the employee rejects the opportunity to perform the available work.

#### Section 4.02

#### Shift Differentials

A - 2nd or 3rd Shifts - A shift differential is paid in addition to an employee's regular straight time hourly rate if he is scheduled and working on either the 2nd or 3rd shift. The 2nd shift differential is 50¢ per hour. The 3rd shift differential is 50¢ per hour.

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

B - 2 Rotating 12-Hour Shifts - A shift differential is paid in addition to an employee's regular straight time hourly rate if he is scheduled and working on either of 2 rotating 12-hour shifts. Such shift differential is 50¢ per hour.

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

#### Section 4.03

#### Rates Of Pay - Temporary Transfers

A - If an employee is temporarily transferred for Company convenience to a lower-rated job classification, he will continue to receive the rate of pay for his regular job classification for a period extending to the end of the week following 30 calendar days at which time he will be paid the rate of the lower paid job. If he exercises his seniority to transfer to a lower-rated job, he will receive the rate of the lower-rated classification.

B - If an employee is temporarily transferred by the Company to a higher-rated job classification, he will receive the higher rate of pay provided he works on the upgraded job for 4 hours or more. This provision applies only when the employee is specifically assigned to fill a temporary vacancy created by the absence of an employee from work. However, it does not apply to employees who may relieve for breaks or who may be supplementing the workforce performing various tasks or jobs performed by employees in other job classifications.

#### Section 4.04

#### Permanent Transfers

An employee who is permanently transferred to a lower-rated job classification will receive the lower rate at the time he begins work in the lower-rated job. If he is permanently transferred to a higher-rated job classification, he will receive the rate of the higher-rated job after he has completed his training and trial period and can satisfactorily

perform the duties of the job with no more supervision than is required by other employees on the same job.

Section 4.05                      Creation Of New Job Classification

A - If the Company creates a new job classification, the Company will establish a rate for such classification and, if requested by the Union, shall after no more than 120 days of job experience, negotiate with the Union a permanent rate for such classification

B - Such negotiated rate will be retroactive to the date that the job was established. If the negotiation of such rate reaches an impasse, there shall be no arbitration of such wage rate. In the event of such impasse, the rate negotiation will be deferred to the next regular negotiation of the contract and the provision of retroactivity shall be as provided in this Section.

ARTICLE V                      HOURS OF WORK AND OVERTIME

Section 5.01                      Intent And No Pyramiding

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

Section 5.02                      Workday And Workweek

The workday is a 24-hour period running from 7 AM one day to 7 AM the following day. The workweek begins at 7 AM Monday and ends at 7 AM the following Monday. The workday and workweek may be different for some individuals or shifts in the interest of efficient or less costly operations.

Section 5.03                      Starting Times, Shifts And Schedules

A - The Company may vary shift schedules, starting times and quitting times for different areas or operations of the terminal or for individual employees.

B - The normal workweek contains 5 consecutive workdays scheduled Monday through Friday. However, the Company may vary or change the number of hours scheduled, the number of shifts scheduled, the manpower requirements of the various shifts and the scheduling of workdays and hours for business reasons or efficient operations.

Employees may be scheduled to eat on the job or have a 30-minute unpaid lunch period. Any area of the terminal or portion of the employees may be scheduled in more than one way.

C - Multiple shifts may be scheduled and may be rotated (for example: 7-3, 3-11 and 11-7 or two 12's).

Section Note: The provisions of this Section will not be used for the sole purpose of scheduling an employee(s) off during the period Monday through Friday in order to work the employee(s) at straight time on Saturday or Sunday (the 6th and 7th days of the workweek). Should a continuous 4-shift operation be scheduled, the premium double-time day in place of Sunday will be the employee(s) 2nd scheduled day off during the workweek.

#### Section 5.04

#### Daily And Weekly Overtime Pay

All hours worked in excess of 40 straight time hours in any one workweek or 8 straight time hours in any one workday shall be compensated for at the rate of 1 1/2 times the employee's straight time hourly rate.

Note 1: An employee who works continuously beyond his regularly scheduled shift and continues working into the next day, or his scheduled day off, or into a new workweek shall receive 1 1/2 times his straight time hourly rate (or double time if applicable) for such hours he works beyond the start of a new day. Such hours shall not be used to create overtime or premium payments during the employee's regular scheduled shift.

Note 2: For purposes of satisfying the 40 straight time hour requirement, the following unworked hours shall count as straight time hours of work up to 8 hours per day or 40 hours per week for days the employee was either scheduled to work or was laid off: (1) a worked or unworked holiday for which the employee is paid, provided it falls on an employee's scheduled straight time day of work, or (2) a paid absence resulting from either bereavement leave, jury duty or vacation time off, or (3) 8 hours per day for Union Committee members who miss work as a result of attending contract negotiating meetings with the Company, or (4) days during which the employee was laid off, or (5) absences because of illness or injury provided such an absence is approved subject to the sole discretion of management, without precedent, and on an incident by incident basis.

#### Section 5.05

#### 7th Day Premium

During periods when the elevator is scheduled on a 1-, 2- or 3-shift operation (or any combination thereof), an employee will be paid 2 times his regular rate of pay for work performed on the 7th day in the workweek provided he has worked 40 straight time hours during the workweek.

Note: For purposes of satisfying the 40 straight time hour requirement, the following unworked hours shall count as straight time hours of work up to 8 hours per day or 40 hours per week for days the employee was either scheduled to work or was laid off:

(1) a worked or unworked holiday for which the employee is paid, provided it falls on an employee's scheduled straight time day of work, or (2) a paid absence resulting from either bereavement leave, jury duty or vacation time off, or (3) 8 hours per day for Union Committee members who miss work as a result of attending contract negotiating meetings with the Company, or (4) days during which the employees were laid off, or (5) absences because of illness or injury provided such an absence is approved subject to the sole discretion of management, without precedent, and on an incident by incident basis.

#### Section 5.06

#### Reporting Pay Minimum

When an employee reports for work as scheduled without being notified to the contrary, and is assigned less than 4 hours of work, he shall be paid at least 4 hours at the applicable rate.

#### Section 5.07

#### Call-In Pay

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

B - When an employee is required to work following completion of his regular duty hours and is recalled to work for the purpose of mooring or unmooring vessels, and finishes the assigned work before 4 hours are completed, he may go home and he will be paid for 4 hours at his straight time hourly rate.

#### Section 5.08

#### Overtime

The Company shall have the right to schedule overtime when it is required. Employees with the seniority, skill, ability and qualifications will perform the required work and will cooperate fully in working necessary overtime. When overtime is required, the employees will be given notice as far in advance as possible.

#### Section 5.09

#### Distribution Of Overtime

A - Daily Overtime will be assigned in the following sequence:

1. To the man-on-the-job. The term man-on-the-job means the employee who is actually performing a specific job (within a job classification) on the off-going shift. If this applies to more than one man-on-the-job in the classification where the overtime occurs, the employee who has the most plant seniority will have first opportunity to work the overtime.

2. By seniority to qualified employees at work at the elevator.
3. If necessary, the least senior, available, qualified employee(s) at work at the elevator must work the overtime.

B - Weekend Overtime will be assigned as equitably as practical among those employees qualified to perform the work. If necessary, the least senior, available, qualified employee(s) must work the overtime.

Section Note 1: An employee whose job is in operation may not turn down overtime in his own job in order to work overtime in another job.

Section Note 2: If overtime (including call-ins) is mis-assigned, an employee so affected shall have the opportunity to make up such missed overtime as soon as is practical within a 30 calendar day period at any time mutually agreeable between the Company and the employee.

Section Note 3: All overtime assignments are subject to the employee being qualified to perform the required work.

Section Note 4: In consideration of weekend overtime, it will be the practice to give first opportunity for weekend work to those employees who have worked, or are considered to have worked, their 5-day schedule Monday through Friday. If additional employees are needed, then those who have not worked or have not been considered as to have worked their 5-day schedule Monday through Friday will be given next opportunity.

## ARTICLE VI SENIORITY AND FILLING PERMANENT VACANCIES

### Section 6.01 Seniority

A - Employees' seniority as covered in this Agreement shall apply only to employment at the Company's Windsor Grain Terminal, Ltd., Windsor, Ontario, and shall not apply elsewhere.

B - The Company will post an updated seniority list every 6 months listing all employees covered by this Agreement and such list will be provided to the President of Local 278W.

### Section 6.02 Consideration Of Qualifications

The application of the seniority provisions of this Agreement must be governed by considerations of whether the employee is qualified to perform the job required. Terms referring to "qualified" or "qualifications" when used in this Agreement means qualified to competently perform the job, without further training in a safe, efficient and productive manner. If the employee is not so qualified, the applicable seniority provisions will not apply.

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

#### Section 6.03

#### Probationary Employees

All new employees will be hired as probationary employees for the first 90 calendar days of employment after which the employee shall be placed on the seniority list dating back to his date of hire. A probationary employee shall not have seniority rights and the discharge of such employee will not be subject to the grievance and arbitration procedure of this Agreement. Discharge of a probationary employee shall be deemed to be for just cause.

#### Section 6.04

#### Filling Permanent Vacancies (Maintenance Electrician)

A • Entry into the Maintenance Electrician job classification (including assignments as a "Backup" Maintenance Electrician) will be made at the Company's discretion by either hiring from outside or by the assignment of an employee of the Company's choice to be trained in the job. The following criteria, among others, may be used in the selection of an employee for these job classifications:

1. Results from a Company-designated test battery to measure maintenance aptitude, interest and other skills and characteristics.

Training Grade 3 -- 24 months (pd. 25¢ over top Elev. Opr. rate)

Training Grade 2 -- 18 months (pd. 20¢ over top Elev. Opr. rate)

Training Grade 1 -- 6 months (pd. 15¢ over top Elev. Opr. rate)

An employee who completes Training Grade 3 and is unable to progress to the Maintenance Electrician job classification because a full-time permanent vacancy does not exist in that classification, will continue to receive the 25¢ premium over the top Elevator Operator rate.

However, such employee will be paid the Maintenance Electrician rate under the applicable provisions of Section 4.03 - Rates of Pay - Temporary Transfers.

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

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

E - The Training Program shall not restrict the Company from hiring qualified employees from outside.

**Note:** The Company will post a notice when a vacancy is to be filled through the testing program. An employee may indicate his interest by signing the notice. The Company may test all or any portion of those desiring to be tested.

#### Section 6.05

#### Layoffs And Recalls

A - Layoffs from the plant will be made on the basis of plant seniority, provided the remaining employees have, in the Company's opinion, the qualifications and ability to immediately perform the functions necessary to the efficient and safe operation of the plant without requiring further training.

**Note 1A:** When possible, the Company will give at least 3 days' notice of layoff to employees who have completed their probationary period. This shall not be required in instances where the layoff is the result of lack of vessels, barges or rail cars or in the case of acts of God which affect the elevator operations and are beyond the control of the Company.

**Note 2A:** Before laying off a seniority employee, the Company will, to the extent practical, schedule known maintenance work to minimize the use of outside contractors and maximize the use of elevator personnel, subject to the employee's ability to do the work.

B - Laid off employees will be recalled to the plant in the order of their plant seniority, provided that those called back have the qualifications and ability to immediately perform the functions necessary to the efficient and safe operation of the plant without requiring further training.

**Section Note:** Employees classified as Maintenance Electrician may not be bumped by other employees and may be laid off and recalled out of seniority order.



Section 6.06

Loss Of Seniority

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

1. Voluntarily quits or resigns his employment or retires.
2. Is absent from work for 3 consecutive scheduled working days without good cause or fails to notify the Company of his absence.
3. Fails to report to work at the expiration of a leave of absence without having obtained an extension of his leave of absence for a definite period of time from the Company.
4. Fails to report for work after a recall from layoff and does not notify the Company within 48 hours that he is intending to return to work, and unless he returns to work as soon as possible after receiving notice, and in any event within 7 calendar days after the mailing of the registered letter or telegram to his last known address left with the Company.
5. Is discharged and such discharge is not reversed under the grievance and arbitration procedure.
6. Has been on layoff or off work for any other reason (except illness or injury) for a period of 12 consecutive months, or has been off work because of illness or injury for a period of 24 consecutive months.

Section 6.07

Transfers Outside Bargaining Unit

A - An employee transferred to a position outside of the bargaining unit shall not accumulate seniority during such period of employment outside the bargaining unit. Such employee will, however, be entitled to retain his original seniority (less time spent outside the bargaining unit) in the event of transfer back into the bargaining unit within one year immediately following transfer to the outside position. An employee transferring back to the bargaining unit will be transferred to the Elevator Operator job classification.

B - An employee shall only leave the bargaining unit for a promotion or transfer outside of the bargaining unit once during the term of this collective Agreement.

ARTICLE VII

HOLIDAYS

Section 7.01

Recognized Holidays

For purposes of this Agreement, the following 10 days will be recognized as holidays during the calendar year:

Canada Day - July 1  
Civic Holiday - 1st Mon. in Aug.

Labour Day - 1st Mon. in Sept.  
Thanksgiving Day - 2nd Mon. in Oct  
Remembrance Day - Nov. 11  
Christmas Day - Dec. 25  
Boxing Day - Dec. 26

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

Section 7.02      Pay For Holidays Worked

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

Section 7.03      Pay For Holidays Not Worked

A - An employee who is not required to work on a recognized holiday will be paid holiday pay for that holiday equivalent to 8 hours at his regular straight time hourly rate provided he meets all of the following requirements:

1. The employee has earned wages on at least 15 days during the 30 calendar days immediately preceding the recognized holiday.
2. Employees who were unable to work 15 of the 30 days immediately preceding the holiday will receive 1/20th of the wages such employees earned during the 30 days immediately preceding the holiday.

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

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

Section 7.04      Holidays Considered As Time Worked

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

ARTICLE VIIIVACATIONSSection 8.01Vacation Eligibility

A - Vacations will be earned on January 1 each year to be taken between January 1 and December 31 and will be based on the completed years of continuous service by the employee as of January 1, according to the following schedule:

<u>Years of Continuous Service</u>	<u>Weeks of Vacation Time</u>	<u>Vacation Pay</u>
Less than 1	One day for each month of service up to a maximum of 10 days	4%
1 thru 4	2 weeks	4%
5 thru 9	3 weeks	6%
10 thru 19	4 weeks	8%
20 or more	5 weeks	10%

Note 1A: Percentage is calculated on the basis of the previous calendar year's earnings subject to the provisions of the Federal Canada Labour Code.

Note 2A: An employee may only receive pay in lieu of his 5th week of vacation. Vacation time off may be taken for the 5th week only in special circumstances. The employee must request this in writing. Granting the 5th week as time off will be at the sole discretion of management.

B - An employee shall be eligible for the additional week of vacation or vacation pay, when he has worked past his 5th and 10th anniversary date of employment. He shall be eligible for pay in lieu of his 5th week of vacation at the time he crosses his 20th anniversary date of employment.

C - The amount of vacation time off will be reduced by 1/52 for each 40 straight time hours of absence for any reason (except personal illness or compensable work-related illness or injury up to 30 days annually) during the previous calendar year. In the application of this provision, an employee with 1 to 5 years of continuous service will not have his vacation time reduced to less than 2 weeks. An employee with 6 or more years of continuous service will not have his vacation time reduced to less than 3 weeks.

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

Section 8.02Vacation Pay For Inactive Employees

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

#### Section 8.03

#### Vacation Pay For Terminated Employees

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

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

#### Section 8.04

#### Scheduling Of Vacation Period

**A** - The choice of vacation time shall be given to an employee according to his seniority for employees who sign the vacation schedule between January 1 and March 31 subject to the operational requirements of the business. After March 31, vacations will be scheduled on a first-come, first-serve basis, subject to the operational requirements of the business.

**B** - Vacations may be taken in weekly increments of one or more weeks at a time except that whole vacation days may be taken in increments of one or more days at a time subject to elevator operations and management's approval. Vacations cannot be postponed and allowed to accumulate from year to year but must be taken each calendar year.

#### Section 8.05

#### Pay In Lieu Of Vacation

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

#### Section 8.06

#### Holiday Pay During Vacations

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

#### Section 8.07

#### Rehired Employees

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

ARTICLE IX

TIME OFF FROM WORK

Section 9.01

Jury Duty And Crown Witness

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

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

C - The employee is required to report for work on days or part days when he is not required on jury duty or as a witness in a court of law.

Section 9.02

Bereavement Pay

A - Should a death occur in the immediate family of an employee, he may request bereavement leave to make arrangements and/or attend the funeral. "Immediate family" shall mean spouse, son, daughter, brother, sister, mother, father, mother-in-law, father-in-law, grandchildren, stepson, stepdaughter, stepbrother, stepsister, stepmother, and stepfather.

B - The employee shall be granted such time off with pay up to a maximum of 3 days to make arrangements and/or attend the funeral. This will not include pay for days on which the employee is not scheduled to work. Bereavement pay shall not exceed a maximum of 8 straight time hours per day. If the employee is unable to attend the funeral, he may be granted 1 day for bereavement purposes.

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

Section 9.03

Leaves Of Absence

A - Leaves of absence up to 30 calendar days, without pay and without loss of seniority, may be granted (except for gainful employment elsewhere) by the Plant Manager.

B - One unpaid Union Educational Leave of up to 5 days will be granted each calendar year to the Plant Chairman or his designee. The timing of such leave will be subject to management's approval.

Section Note: The conditions of all leaves of absence shall be in writing with copies for the Company and the Union. If an employee violates the conditions of his leave of absence, it may be just cause for discharge.

ARTICLE X                      HEALTH AND WELFARE

Section 10.01                      Group Insurance

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

Note: The dental plan will use the 1999 O.D.A. schedule to pay dental benefits effective August 1, 2000, and updated yearly on the same basis.

Section 10.02                      Pension And RRSP

The pension plan and the RRSP for the bargaining unit employees at the Windsor Grain Terminal are separate documents whose terms will run concurrently with the term of this Agreement.

Section 10.03                      Injury On The Job

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

ARTICLE XI                      GENERAL PROVISIONS

Section 11.01                      Non-Discrimination

The Company agrees that there will be no discrimination, interference, restraint, or coercion by the Company or by any of its representatives, with respect to any employee because of his membership in or connection with the Union. Use of the masculine gender in this Agreement shall be considered to include the feminine.

Section 11.02                      Tools, Gloves And Boots

A - The Company shall supply all tools which shall remain the property of the Company. Replacements will only be provided in the case of broken or worn out tools

C - Annual Allowance for Company-Approved Coveralls and Safety Boots - Beginning with the first full pay period following January 1, 2001, and the first full pay period of each year thereafter, each employee will be paid an annual allowance of \$300 for Company-approved coveralls and safety boots. This allowance does not apply to either (1) new employees until such time as they reach their second January 1, or (2) an employee who for any reason is in an inactive work status for 26 weeks or more during the previous calendar

#### Section 11.03

#### Union Stewards

A - The names of the Union Stewards shall be given to the Company in writing. A Union Steward shall be entitled to leave his work during working hours in order to carry out his functions under the Agreement for the investigation and processing of grievances, attendance at meetings with management, and participation in contract negotiations. Permission to leave work during working hours for such purposes shall first be obtained from the supervisor, but such permission shall not be unreasonably withheld. All time spent in performing the above duties shall be considered to be time worked providing payment shall only be made for time actually lost in the regular scheduled straight time hours of work for that day.

B - The Chief Steward or, in his absence, a Steward, shall be present at meetings between the Company and the Union to discuss matters of common concern.

C - The Chief Steward or, in his absence, a representative to be appointed by Local 278W, shall be given time off with pay to attend 4 General Executive Board meetings of Local Union 278W. Such meetings shall not exceed one day's duration each, and the Company is to receive at least one week's written notice of such meeting dates.

Section Note: The processing of grievances does not include preparation time for arbitration.

#### Section 11.04

#### Reporting Requirements - Absences And/Or Lateness

In the event an employee is unable to report for work as scheduled, he shall be required to notify the Company of this fact by phone or some other reasonable method prior to the start of his shift. This notification must also include the employee's reason(s) for his failure to report as well as stating the time of his anticipated return. Continued failure on the part of the employee to comply with this requirement will subject that employee to disciplinary action up to and including discharge by the Company. It is also understood that

this reporting requirement does not eliminate the additional responsibility on the part of the employee to further prove the legitimacy and need for any such absence or lateness.

An employee's reinstatement following sickness or injury will be conditional on his supplying, when requested, a certificate from the Company's physician that he is fully recovered. Where there is a dispute between the medical diagnosis of the Company's physician and the employee's physician, the employee and the Company will be bound by the certificate obtained from a 3rd physician to be chosen by mutual agreement between the employee and the Company.

#### Section 11.06      Safety

A - The Company agrees to continue its policy of protecting by all reasonable means the safety and health of employees on the Company premises.

B - Safety rules and regulations issued by the Company shall be strictly adhered to, including the wearing or use of protective devices, wearing apparel and other equipment required by the Company.

C - The Company will recognize Safety Committee requirements as established by the Canada Labour Code.

#### Section 11.07      Supervisor Working

It is acknowledged that Company supervisors can and do perform work that is common to the bargaining unit, and such work is performed on a continuing basis as an integral part of the grain terminal operations. Supervisors will not be added to the workforce for the purpose of eroding the bargaining unit. Supervisors may be added to the workforce if operating needs warrant it. The act of supervisors working per se does not constitute an erosion of the bargaining unit.

### ARTICLE XII      NO STRIKES OR LOCKOUTS

#### Section 12.01      No Strikes Or Lockouts

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



ARTICLE XIII      SCOPE AND TERM OF AGREEMENT

Section 13.01      Term Of Agreement

This Agreement shall remain in full force and effect from 7 AM February 15, 2000, to 7 AM, February 15, 2003.

Section 13.02      Separability

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

Section 13.03      Complete Agreement

This collective Agreement, including a Letter of Understanding dated February 15, 2000 (whose term runs concurrently with this collective Agreement between the parties), represents the complete agreement between the parties and shall supersede and replace all prior agreements and understandings, oral or written, expressed or implied, between the parties hereto and shall constitute the entire agreement between the parties. Past practices, procedures and understandings may be changed or eliminated by management unless specifically prohibited by the provisions of this Agreement. This Agreement may be amended in any of its provisions by mutual agreement of both parties. If agreements are made after the effective date of this Agreement, they must be in writing.

\_\_\_\_\_ have executed this Agreement as of the day

WINDSOR GRAIN TERMINAL, LTD.

/s/ Paul McGee  
International Representative, UFCW

/s/ Brian Brohman  
Plant Manager

/s/ P.J. McManus  
Elevator Superintendent

/s/ Robert L. Creviston, Jr.  
Employee Relations Department

/s/ Martin Reed  
ADM Vice President – Employee Relations

LETTER OF UNDERSTANDING

February 15, 2000

Between

WINDSOR GRAIN TERMINAL, LTD. and the UNITED FOOD AND COMMERCIAL WORKERS LOCAL 278W, ONTARIO, **affiliated** with the Canadian Labour Congress.

The above parties agree as follows:

I. SEVERANCE AND TERMINATION PAY

In the event that during the term of this labour Agreement any current employee with 2 or more years of continuous service **is** permanently laid off because of the technological advancement and modernization of the Windsor Elevator, the following provisions shall be the agreed upon Severance and Termination Pay.

1. Each permanently laid off employee with 2 or more years of continuous service will be paid severance and **termination** pay at the time of the permanent layoff. The employee will receive 1 week of pay for every year of service as listed on the current seniority list (years of service will be rounded to the nearest month), with a minimum of 2 weeks pay.
2. Permanently laid off employees **who** are paid the severance and termination package will have their current **Company**-paid insurance benefits extended to 2 months following the month in which they are permanently laid off.
3. Employees with 2 or more years of continuous service will not be eligible for Severance and termination pay until such time as they are permanently laid off. Any employee who leaves the **Company's** employ for any reason prior to such permanent layoff will not be **eligible** for the above outlined severance and termination package.
4. At the time the permanently laid off employee receives the severance and termination pay, such employee's **name will be removed from the Windsor Elevator seniority list, and that individual's employment with the Company will be severed.**

II. VESSELS

The Company agrees, where possible and practical, it will post the estimated time of arrivals for all vessels as quickly as possible.

The parties have executed this Letter of Understanding on this 29th day of January, 2000.

UNITED FOOD AND COMMERCIAL  
WORKERS LOCAL 278W, ONTARIO

/s/ Paul McGee  
International Representative, UFCW

\_\_\_\_\_  
President, Local 278W

/s/ Denis Ranger  
Plant Chairman

WINDSOR GRAIN TERMINAL, LTD.

/s/ Brian Brohman  
Plant Manager

\_\_\_\_\_  
Elevator Superintendent

/s/ Robert L. Creviston, Jr.  
Employee Relations Department