

# Labour Agreement

February 25, 1995 to February 25, 1998

SOURCE	Comp		
EFF.	95	02	25
TERM.	98	02	25
No. OF EMPLOYEES	14		
NOMBRE D'EMPLOYÉS	14		

## ADM Milling Co. Mississauga Trucking

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MAR - 4 1996



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COLLECTIVE AGREEMENT

Mississauga Trucking

Between

ADM MILLING CO  
Mississauga, Ontario, Canada

And

UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 175, ONTARIO  
AFL, CIO & CLC

TERM: February 25, 1995 to February 25, 1998

Page

DIVISION II - TRUCKING

ARTICLE I	RECOGNITION	1
ARTICLE II	MANAGEMENT RIGHTS	2
ARTICLE III	GRIEVANCE & ARBITRATION PROCEDURE	2
ARTICLE IV	JOB CLASSIFICATIONS AND RATES OF PAY	4
ARTICLE V	HOURS OF WORK AND OVERTIME	5
ARTICLE VI	SENIORITY	5
ARTICLE VII	HOLIDAYS	8
ARTICLE VIII	VACATIONS	9
ARTICLE IX	TIME OFF FROM WORK	11
ARTICLE X	HEALTH AND WELFARE	12
ARTICLE XI	GENERAL PROVISIONS	13
ARTICLE XII	NO STRIKES OR LOCKOUTS	15
ARTICLE XIII	SCOPE AND TERM OF AGREEMENT	15

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## INDEX

		<u>Page</u>
ARTICLE I	RECOGNITION	1
	Recognition	1
	Union Membership	1
	Checkoff	1
ARTICLE II	MANAGEMENT RIGHTS	2
	Management Rights	2
ARTICLE III	GRIEVANCE & ARBITRATION PROCEDURE	2
	Grievance Procedure	2
	Arbitration Procedure	3
	Union Notice Of Written Discipline	3
	Union Steward - Disciplinary Meetings	4
ARTICLE IV	JOB CLASSIFICATIONS AND RATES OF PAY	4
	Job Classifications And Rates Of Pay	4
	Temporary Drivers	5
ARTICLE V	HOURS OF WORK AND OVERTIME	5
	Intent And No Pyramiding	5
	Workday And Workweek	5
	Starting Times, Shifts And Schedules	5
ARTICLE VI	SENIORITY	5
	Definition Of Seniority	5
	Probationary Period	6
	Seniority List	6
	Transfers Between Divisions	6
	Filling Permanent Vacancies	6
	Disqualifications	6
	Layoffs And Recalls	6
	Loss Of Seniority	7
	Transfers Outside Bargaining Unit	7
ARTICLE VII	HOLIDAYS	8
	Recognized Holidays	8
	Pay For Holidays Worked	8
	Pay For Holidays Not Worked	8
ARTICLE VIII	VACATIONS	9
	Vacation Eligibility	9
	Vacation Pay For Inactive Employees	10
	Vacation Pay For Terminated Employees	10
	Scheduling Of Vacation Period	10
	Pay In Lieu Of Vacation	10
	Holiday Pay During Vacation	11
	Rehired Employees	11

		<b>Page</b>
ARTICLE IX	TIME OFF FROM WORK	<b>11</b>
	Jury Duty And Crown Witness	11
	Bereavement Pay	11
	Leave Of Absence	12
ARTICLE X	HEALTH AND WELFARE	12
	Group Insurance	12
	Pension	12
	Injury On The Job	12
ARTICLE XI	GENERAL PROVISIONS	13
	Non-Discrimination	13
	Supervisors Working	13
	Subcontracting- Contracting Out	13
	Safety	13
	Bulletin Board	13
	Negotiating Committee	14
	Union Stewards	14
	Reporting Requirements - Absences And/Or Lateness	14
	Reinstatement Requirements Following Sickness Or Injury	14
	Loss Of License	15
ARTICLE XII	NO STRIKES OR LOCKOUTS	15
	No Strikes Or Lockouts	15
ARTICLE XIII	SCOPE AND TERM OF AGREEMENT	15
	Term Of Agreement	15
	Separability	15
	Complete Agreement	16

AS AGREEMENT, made and entered into this 26th day of February, 1995, by and between ADM MILLING CO, for the Mississauga, Ontario, plant hereinafter referred to as the "Company" and the UNITED FOOD AND COMMERCIAL WORKERS LOCAL 176, ONTARIO, affiliated with the Canadian Labour Congress, hereinafter referred to as the "Union."

In consideration of the mutual promises herein contained, the parties hereto mutually agree as follows:

## DIVISION II - TRUCKING

### ARTICLE I            RECOGNITION

#### Section 1.01        Recognition

The Company recognizes the Union as the sole bargaining agent for all employees of the Company in the City of Mississauga save and except head shipper, shiftmiller and persons above the rank of headshipper and shiftmiller, labtechnicians, office and clerical staff.

#### 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.

#### Section 1.03        Checkoff

A - The Company agrees that all employees shall become and remain members in good standing with the Union. Upon commencing employment, the employer shall require all employees to complete a membership application form and remit same to the Union with regular dues plus the established initiation fee.

B - The Company agrees to automatically deduct the regular weekly dues as specified by the Union. The Company shall remit such monies so deducted to the Secretary-Treasurer of the Union no later than the 10th of the following month. The Company will at the same time of making such remittance to the Local Union, specify the employees from whose pay the deduction was 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; to temporarily or permanently close the plant 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 but not limited to maintenance and construction work, cleanup and trucking operations, 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 plant 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:

(In Writing)

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

## **Step 2**

Between the aggrieved employee, the Union Steward, the Plant Superintendent and the Plant Manager. The Plant Manager will give his answer in writing to the Union within 7 calendar days.

**Note:** Disciplines with time off shall commence at Step 2.

Between the Union Steward, a representative(s) of Local 175 and the Plant 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**

A - If the rules set forth in the grievance procedure have been complied with and either party desires to arbitrate a grievance relating to the interpretation, application, administration or alleged violation of the provisions of the Agreement, the procedure outlined below shall be followed.

B - The parties shall select an arbitrator by exchanging lists reflecting the names of five (5) arbitrators. The individual whose name first appears on both lists shall be accepted by the parties as the arbitrator. If the parties do not succeed in selecting an arbitrator on the first exchange of Lists, this procedure will be repeated. If, after a second exchange of Lists, the parties do not succeed in selecting an arbitrator, the appointment shall be made by the Minister of Labour of the Province of Ontario at the request of either party.

C - The arbitrator selected shall set a mutually convenient date and place for the hearing and hear both sides of the dispute before rendering a decision.

D - 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.

E - Each party shall pay its own expenses incurred in arbitration, including the expense of its witnesses and representatives. All other expense of arbitration including fees and expenses of the arbitrator shall be borne equally by the Company and the Union.

## **Section 3.03 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 3.04 Union Steward - Disciplinary Meetings**

A Union Steward shall be present at meetings, if one is available on Company property, between management and employees when disciplinary measures are to be presented by management to such employees.

**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>2-25-95</u>	<u>2-25-96</u>	<u>2-25-97</u>
<u>Truck Driver</u>			
Van Rate	\$15.75	\$15.75	\$15.75
Bulk Rate	16.06	16.06	16.06

Note: Trip rates are listed in the Letter of Understanding.

**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 any appropriate government legislation. 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. Non-employee, contract labour may be used to supplement the Company's workforce. Such contract labourers will not be used if any 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**      **Temporary Drivers**

Temporary Drivers may be hired for up to 10 consecutive weeks for special projects or to supplement the workforce for vacation replacement. Such employees will not be entitled to benefits under this collective Agreement nor will the provisions of this collective Agreement apply to them. Such Temporary Drivers will not accrue seniority as a result of such temporary employment. Temporary Drivers are not considered probationary employees even if the temporary assignment exceeds the probationary period.

**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 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 normal workweek contains 5 consecutive workdays scheduled Monday through Sunday. The workday and workweek may be different for some individuals, departments or shifts in the interest of efficient or less costly plant operations.

**Section 5.03**      **Starting Times, Shifts And Schedules**

The Company may vary schedules, starting times and quitting times for individual employees.

**ARTICLE VI**      **SENIORITY**

**Section 6.01**      **Definition Of Seniority**

An employee's seniority as covered in this Trucking Division of the labour Agreement shall apply only to employment in the Truck Driver classification at the Mississauga plant and shall not apply elsewhere. Seniority shall be defined as the length of continuous service of a permanent employee employed by the Company within the

bargaining unit described in Section 1.01 - Recognition. The employee's Company seniority date shall be determined in accordance with Section 6.02 - Probationary Period.

**Section 6.02**      **Probationary Period**

An employee shall be regarded as a probationary employee until he has completed 60 working days within the bargaining unit, within a one year period. He shall not have seniority standing until the completion of this period. The discharge of a probationary employee shall not be subject to the grievance and arbitration procedure of this Agreement. Upon completion of the probationary period, the employee's name shall appear on the Company's seniority list as of his first date of work with the Company.

**Section 6.03**      **Seniority List**

The Company will maintain a seniority list of employees employed as Truck Drivers and shall be updated every 12 months.

**Section 6.04**      **Transfers Between Divisions**

There shall be no bidding or bumping between the Trucking Division and the Processing Division.

**Section 6.05**      **Filling Permanent Vacancies**

**Posting and Qualifications** - Permanent vacancies in existing or newly created job classifications which the Company determines are necessary to fill will be filled by hiring qualified employees from outside the Company.

**Note:** There shall be no bidding or bumping between the trucking division and the processing division.

**Section 6.06**      **Disqualifications**

Drivers who are disqualified from driving for any reason may be discharged for just cause.

**Section 6.07**      **Layoffs And Recalls**

A - If for any reason there is to be a reduction in force from the Trucking Division, such reduction will be made on the basis of Truck Driver classification seniority.

B - Laidoff employees will be recalled to the Trucking Division in order of their seniority provided those called back have the skill and qualifications to satisfactorily perform their assigned duties.

### Section 6.08      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 his employment or retires.
2. is discharged and is not reinstated pursuant to the provisions of Article III - Grievance and Arbitration Procedure.
3. Is laid off and fails to notify the Company within 48 hours after being notified to return to work by registered mail forwarded by the Company to his last listed address on the records of the Company that he will return within 7 calendar days or, having given notice, fails to report for work within 7 calendar days. It shall be the duty of the employees to notify the Company promptly in writing of any change in address or telephone number. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee and any notice sent by the Company by registered mail to the last address which appears on the Company's personnel records shall be deemed to have been received by the employee on the 2nd working day after the day it was mailed.
4. Has been on layoff or off work for any other reason for a period of 12 consecutive months. This provision shall not apply to leaves of absence for full-time Union positions.
5. Fails to return to work promptly after the expiration of any leave of absence granted to him without furnishing a reasonable explanation.
6. Either falsifies the reason for a leave of absence, or fails to abide by the terms of the leave, or works at other employment during the leave.
7. Is absent from work for 3 consecutive days without good cause, or fails to notify the Company of his absence.

### Section 6.09      Transfers Outside Bargaining Unit

An employee voluntarily 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 job classification he last worked.

**ARTICLE VII HOLIDAYS**

**Section 7.01 Recognized Holidays**

For purposes of the Agreement, the following 13 days will be recognized as holidays during the calendar year.

New Year's Day - Jan. 1	Labour Day - 1st Mon. in Sept.
Victoria Day	Thanksgiving Day - 2nd Mon. in Oct.
Good Friday	Christmas Day - Dec. 25
Canada Day - July 1	Boxing Day - Dec. 26
Civic Holiday - 1st Mon. in Aug.	Four Personal Holidays

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.

The 4 personal holidays to be taken each year of the contract will be determined by agreement at not more than 3 normal workdays in advance by the employee and his supervisor. To be eligible for these 4 personal holidays, a new employee must have been employed for 6 calendar months.

**Note:** Probationary employees are not eligible for pay or time off under this Section.

**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. He has earned wages on at least 15 days during the 30 calendar days immediately preceding the recognized holiday.

2. Such employees who were unable to work 15 of the 30 days immediately preceding the holiday will receive 1/20th of the wages he has 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.

## **ARTICLE VIII VACATIONS**

### **Section 8.01 Vacation Eligibility**

A - Vacation 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>Year 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 any applicable government legislation.

**Note 2A:** An employee may only receive pay in lieu of his 5th week of vacation. Vacation time off may not be taken for the 5th week.

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 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. Employees 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 take, vacation provided the Company has 7 days of advanced notice.

**Section Note:** Hours of absence will be calculated on the same basis as hours worked to calculate pension hours.

**Section 8.02**      **Vacation 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**

Vacations may be taken in weekly increments of one or more weeks. 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 claim~~s~~ payment.

C - **The** employee is required to report for work on days or part days when he **is** 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** provided he attends 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 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 **8** straight time hours per day.

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 purpose~~s~~ of **attending the funeral** on his scheduled day of work.

**Section 9.03**      **Leave Of Absence**

A - A written request for up to 60 days leave of absence without pay shall be considered (except for gainful employment elsewhere) by the Company. It is understood that any leave of absence is subject to reasonable notice being given to the Company. In the event such leave of absence is not used for the purpose granted, the employee may be subject to disciplinary action up to and including dismissal. It is further understood that leaves of absence will be honored on a first-come, first-serve basis. Approval of leave of absence, as defined, shall not be unreasonably withheld. Within 14 days of receipt of an application for leave of absence, an employee will receive a written reply. If leave is denied, written reasons will be given for the denial.

B - The Company will consider leave of absence without pay for a period of not more than 12 months to an employee who is elected or appointed to an office with the Union. Such requests for a leave of absence shall be made in writing and the Company shall be given reasonable advance notice. Approval of such leave of absence will not be unreasonably withheld.

**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.

**Section 10.02**      **Pension**

The pension plan for bargaining unit employees at the Mississauga plant is a separate document whose term 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 hospital by the doctor administering first aid, he will be paid for the balance of the shift on which the injury occurred.



**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.

**Section 11.02**      **Supervisors Working**

There shall be no restriction on supervisors or other Company personnel performing any kind or amount of work at any time.

**Section 11.03**      **Subcontracting - Contracting Out**

A - The Company retains the right to contract work out or in, including but not limited to maintenance and construction work, clean up and trucking operations. The Company also retains the right to use contract labourers or to have such work performed by other Company personnel.

B - There shall be no restriction on the use of outside commercial carriers up to and including the contracting out of the entire Trucking operations. This includes contracting with owner-operators.

C - There shall continue to be no restriction on the use of outside companies in the repair and maintenance of all vehicles up to and including the entire maintenance operation.

**Section 11.04**      **Safety**

The Company shall make provisions in accord with applicable Federal, Provincial or local regulations for the safety and health of its employees during the hours of employment. 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.

**Section 11.05**      **Bulletin Board**

The Company shall furnish a bulletin board, to be placed in a conspicuous place within the plant, for the use of the Union for posting official Union notices.

**Section 11.06**      **Negotiating Committee**

The Negotiating Committee for the Union shall consist of not more than 2 members of the Union. One member shall be from the Processing Division and 1 member from the Trucking Division.

**Section 11.07**      **Union Stewards**

A - The name of the Union Steward 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 investigations 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 payments 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.

**Section 11.08**      **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 assigned trip. 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. The Company agrees that it will recognize valid reasons for an employee's inability to notify the Company prior to the start of the shift.

**Section 11.09**      **Reinstatement Requirements Following Sickness Or Injury**

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.



**11.10      Loss Of License**

A leave of absence without pay or benefits or loss of seniority will be granted once during an employee's tenure by the Company for a period of up to 1 year without loss of seniority because of loss of the required Province of Ontario Drivers License. As a result of an accident, the following provisions will apply:

- 1. Employees must have a minimum of 5 years or more Company service.
- 2. The employee is acceptable to insure to the Company's insurer.

**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 25, 1995, to 7 AM, February 25, 1998.

**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 Agreement, dated February 25, 1995, (whose term 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UNITED FOOD AND COMMERCIAL  
WORKERS LOCAL 175, ONTARIO

ADM MILLING CO

/s/ Harold Sutton  
Local Union Representative, 175

/s/ John H. Wyncoll  
Plant Manager

/s/ John Carreiro

/s/ W. F. Sprague  
Employee Relations Department

/s/ Joe Meneses

/s/ Martin Reed  
Employee Relations Department

/s/ Larry Bell

20