

COLLECTIVE AGREEMENT

Mississauga Processing

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

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**IS** AGREEMENT, made and entered into this 25th 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 175**, **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 I - PROCESSING

##### 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 head shipper and shiftmiller, lab technicians, 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. 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.

##### Section 1.03        Checkoff

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, 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 10 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 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.

### **Step 3**

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 follows.

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 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 or another hourly employee selected by the affected employee, 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>Processing Department</u>			
Operator	\$15.67	\$15.67	\$15.67
Sweeper (Hired prior to 2-25-95)	15.38	15.38	15.38
Sweeper (Hired after 2-25-95)	14.00	14.00	14.00
<u>Maintenance Department</u>			
Maintenance A	16.21	16.21	16.21
Maintenance B	15.90	15.90	15.90

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            Shift Differentials

Fixed 1st, 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 60¢ per hour.



- (a) Rotation of Shifts - All employees on positions that are operated 3 shifts and 24 hours will be rotated between the 1st shift (7 AM to 3 PM) and the 2nd shift (3 PM to 11 PM), and the 3rd shift (11 PM to 7 AM). Rotations will be on a one or two week rotation as agreed by the Company and the affected employees.

**Note:** An employee who is scheduled on the 2nd or 3rd shift will have his shift differential added to his base rate for purposes of computing overtime but not for any **unworked** hours for which he is paid such as jury pay, funeral leave, vacation and **unworked** holiday pay.

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 until the transfer is made permanent.

B - If an employee is temporarily transferred by the Company to a higher-rated job classification, he will receive the higher rate of pay. 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            Rates Of Pay - 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.

Section 4.05            Temporary Employees

Temporary Employees 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 Employees will not accrue seniority as a result of such temporary employment. Temporary Employees are not considered probationary employees even if the temporary assignment exceeds the probationary period.

Section 4.06            Creation Of New Job Classifications

If a new job classification is created, the Company will establish a rate for such classification and, if requested by the Union, shall **after** no more than 120 working days of job experience, negotiate with the Union for a permanent rate for such classification. 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

and the parties shall continue to honor the provisions of Article XII - No Strike, Or Lockout- In the event of such impasse, the rate negotiation will be deferred to the next regular negotiation of the collective Agreement or wage reopener, as the case may be, 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 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

A -The Company may vary schedules, starting times and quitting times for different areas or operations of the plant or for individual employees. In general, when overtime is not required, employees may be scheduled, at the Company's option, on either an 8 1/2 hour shift including a 1/2 hour unpaid meal period, or on an 8-hour shift with a paid meal period on-the-run.

B -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 plant operations. This includes determination as to whether operations are scheduled in a continuous or non-continuous manner. Any area of the plant or portion of the employees may be scheduled in more than one way.

C - Employees scheduled in operations with job classifications requiring 2 or more shifts may be required to rotate shifts. The Company, at its discretion, may from time to time change an individual employee's shift assignment within a given shift rotation. For example, in a 4-shift operation the Company may determine whether an individual employee is assigned to the A, B, C or D shift.

Section 5.04            Daily And Weekly Overtime Pay

All time worked by an employee over 8 straight time hours in any one day (on an 8-hour shift) or over 40 straight time hours in any one workweek will be paid for at the rate of 1 1/2 times.

Section 5.05            Call-In Pay Premium

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 the 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

Section 5.06            2nd Scheduled Day Off Premium

An employee shall be paid 2 times his regular rate of pay for work performed on his 2nd scheduled day off, provided he has actually worked 40 straight time hours in the workweek.

**Note:** The 2nd scheduled day off principle of double time pay shall apply to: (1) the 1st scheduled day off for those employees on a 6-day schedule, and (2) the 7th day of the workweek for those employees on a 7-day emergency schedule, and (3) the 7th day of the workweek for those employees scheduled less than 5 days.

Section 5.07            Distribution Of Overtime

Daily and weekly overtime will be filled by active, qualified employees who are either bid, assigned or temporarily transferred and working in the job where the overtime occurs. Such employees will be assigned to daily and weekly overtime on the basis of the man-on-the-job concept. If this applies to more than one man-on-the-job, then the man-on-the-job in the classification where the overtime occurs who has the most plant seniority will have first opportunity to work the overtime. If active employees in the job classification are not available, the Company may, subject to qualifications, then offer the overtime to the other regular department employees according to their plant seniority. If the overtime is still not filled, the Company may offer the overtime to either (1) any employee, or (2) anyone outside of the bargaining unit.

**Note 1:** 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.

**Note 2:** An employee whose job is in operation may not turn down overtime in his own job in order to work overtime in another job.

**Note 3:** 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 practicable within a 30 calendar day period at any time mutually agreeable between the Company and the employee.

Section 5.08                      Job Coverage

A - In case an employee does not report for work, the employee waiting to be relieved will remain on the job and, if necessary, an attempt will be made to supply a replacement as soon as possible within 4 hours after the end of the shift. With respect to relieving a group of employees in the same job classification, the principle followed is that the junior, available, qualified employee(s) must remain on the job until the crew is properly relieved.

B - Employees must stay until released when assigned to jobs which are necessary to complete from an emergency breakdown standpoint. Maintenance employees agree to accept emergency call-in or call-back work on a regular basis.

ARTICLE VI                      SENIORITY

Section 6.01                      Definition Of Seniority

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. An 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 which shall be updated every 12 months.

Section 6.04            Transfers Between Divisions

There shall be no bidding or bumping between the Processing Division and the Trucking 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 posting for bid for 3 working days within the department where the vacancy exists. The employees in the department where the vacancy exists shall have the right to bid on the vacancy, and such vacancy shall be filled on the basis of plant seniority provided that the employee is capable of learning and satisfactorily performing the work.

Note 1: All job classifications will be posted for bid, except for Maintenance classification.

Note 2: An absent employee who is on vacation, funeral leave, military leave, jury duty, authorized leave of absence up to 2 weeks or who is absent because of occupational or non-occupational illness or injury will have 3 scheduled working days after his return to work to bid retroactively. The Company may contact an absent employee to determine if he wishes to bid on a permanent vacancy, and he must respond to such inquiry within 48 hours or forfeit his right to such bid. An employee absent over 30 days for any reason shall (1) not have the opportunity to bid retroactively, and (2) shall lose any bid he has made during his absence if such absence continues more than 30 days beyond the date he notified the Company that he wished to accept the bid.

Note 3: There shall be no bumping between classifications.

Section 6.06            Trial Period

An employee bidding or permanently assigned or transferred to a new job, in the Company's opinion, will have a fair trial and training on such job. An employee shall be returned to his old job if he is unable to perform the new job satisfactorily.

Section 6.07            Filling Temporary Vacancies

To provide for flexible and efficient operations, temporary vacancies which the Company determines are necessary to fill may be filled with any employee.

Section 6.08            Maintenance Classifications - Entry & Training

A • Entry into the Maintenance job classifications will be either by assignment, provided the employee is agreeable to such assignment, or by hiring from

outside. The following criteria, among others, may be used in the selection of Maintenance personnel.

1. Results from a Company-designated test battery to measure maintenance aptitude, interest and other skills and characteristics.
2. Physically able to perform all types of plant maintenance work.
3. Willing and able to perform high work
4. Willing and able to continually work overtime and emergency call-in or call-back work subject to applicable law.
5. Willing and able to take formal trade school courses as selected by management and to take such courses on a continuing basis during the training period.
6. Must have shown good job proficiency, had a good attendance record and have been a productive employee in previous jobs performed in the plant.

B - Employees in Maintenance Training Grade B must advance through the training grades into the Skilled Trade A classification or be disqualified. Time spent in each training grade will be approximately as follows:

#### Training Grade B -- 18 Months

An employee with obvious maintenance skills may be advanced at a faster rate. Advancement through the training grades will be based on management's judgment of the employee's maintenance skills and job performance. An employee who is not progressing satisfactory to the Skilled Trade A classification may be kept in any grade for longer than the above-listed time, or he may be disqualified. An employee who is disqualified within 12 months of entering his training will, if possible, return to his previous job classification. An employee disqualified after 12 months in training will be transferred to the Sweeper job classification provided his plant seniority is sufficient.

C - An employee in training will be required to take formal trade school courses applicable to the plant maintenance 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.

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

Note: The Company will post a notice when a maintenance vacancy is to be filled through the testing program. An employee interested in entering the Maintenance job classifications may indicate so by signing the notice. The Company may test all or any portion of those desiring to be tested. If all requesting employees are not tested, then those who are tested will be done on the basis of seniority.

Section 6.09                    Temporarily Or Permanently Discontinued Jobs

A - If a classified job is temporarily discontinued, the employee having the least plant seniority in the affected job classification will (subject to the employee's seniority being sufficient and his capability of learning and satisfactorily performing the work) transfer to any vacant job classification which has not been filled by permanent bid (or permanent assignment) or to the entry-level classification.

B - If a classified job is permanently discontinued, the employee having the least plant seniority in the affected job classification may, if his seniority is sufficient, bump the employee having the least plant seniority within the same department provided he is capable of learning and satisfactorily performing the job.

Section Note 1:    If the temporary or permanently discontinued job is in the Maintenance Department, the last employee to enter the department will be the first to be transferred out and so on provided the remaining employees have the necessary skills to perform the Maintenance work required.

Section Note 2:    Mill Department employees may not bump into the Maintenance Department job classifications. Employees in the Maintenance Department classification who have previous production experience at the plant whose jobs are permanently or temporarily discontinued may bump into the Sweeper job classification if his seniority is sufficient, and he is capable of learning and satisfactorily performing the work.

Section Note 3:    When temporarily discontinued jobs are re-established, employees will return to their regular bid jobs to the extent possible. Temporarily discontinued jobs will be permanently discontinued if, at any time, the Company has definite knowledge that the discontinuance will be permanent. In any event, temporarily discontinued jobs will be considered permanently discontinued after 6 consecutive months of temporary discontinuance.

Section 6.10                    Disqualifications

If an employee (who has completed his trial period in a job classification) is no longer able to perform the required duties of the job, he may be transferred to the Sweeper job classification provided his department seniority is sufficient and he is capable of performing the job in a safe, productive and efficient manner.

Section 6.11                    Layoffs And Recalls

A - Layoffs from the plant will be made by department, on the basis of plant seniority, provided the remaining employees have the ability to learn and satisfactorily perform the functions necessary to the efficient and safe operation of the plant.

B - Laid off employees will be recalled to the plant in the order of their plant seniority, provided that those called back have the skill and qualifications to perform the functions necessary to the efficient and safe operation of the plant.

Section Note: Employees in the Maintenance Department may not be bumped a- ' may be retained or recalled out of seniority order to work in their classification. employee with sufficient seniority to remain in the workforce, will remain on his regular job, if it is operating. The provisions of this Note shall not be interpreted to restrict in any way the provision of Section 4.01 - Notes Applicable to Job Classifications.

**Section 6.12**            **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 5th 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 6.13**            **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 in one year immediately following transfer to the outside position. An employee transferring back to the bargaining unit will be transferred to the Sweeper job classification.

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 least 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.

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 VIII                      VACATIONS

Section 8.01                      Vacation 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>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 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 takes his vacation provided the Company has 7 days of advanced notice.

**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 at a time except that whole vacation days may be taken in increments of one or more days at a time subject to plant 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 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

eight time hours per day. If the employee is unable to attend the funeral, he may be granted 1 day for bereavement purposes with the manager's approval.

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            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        Subcontractors - 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

A - 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.

B - A health and safety **committee** comprising of 2 members appointed by the Union and 2 by management will meet in accordance with the regulations set out in the Occupational Health and Safety Act, or more often if deemed necessary. to review all matters pertaining to the Act **and/or** procedures and policies of the Company, and make recommendations to 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 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 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 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.

**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 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. 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.

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.



Article 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  
ADM Vice President - Employee Relations

/s/ Larry Bell

