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K.

signed

SOURCE	Company		
EFF.	21	02	86
TERM.	31	03	88
No. OF EMPLOYEES	14		
NOMBRE D'EMPLOYÉS			

COLLECTIVE AGREEMENT

BETWEEN

OGILVIE MILLS LTD., MIDLAND, ONTARIO
hereinafter called "The Company"

(Crown Ontario)

148 5 045 01

AND

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION
EMPLOYEES, LOCAL 976

hereinafter called "The Union or The Organization"

Theresa Bay, Holman (starch plant)
(807) 623-0438

Constance D. J.P. Parulis (starch plant)
514 - 659-1911

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MAR 13 1986

PREAMBLE

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

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

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

ARTICLE I

HOURS OF WORK

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

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

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

- Act of God;
- Employee recalled from lay-off to fill temporary assignments;
- Employee suspended or discharged for just cause;
- Employee's absence.

Watchmen's schedule of work to be set according to shift.

1.2 All time worked before or after normal hours of work described in clause 1.1 shall be paid at time and one-half the basic hourly rate.

1.3 On Saturdays, the first eight (8) hours worked shall be paid at time and one-half the basic hourly rate. All hours worked in excess of eight (8) hours or after 5:00 p.m. whichever comes first, shall be paid at double time the basic hourly rate.

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- 1.4 All work performed in excess of twelve (12) hours and all work on Sundays shall be paid at double the basic hourly rate.
- 1.5 No work shall be scheduled between Midnight and 6:00 a.m., and no employees will be required to work in excess of sixteen (16) hours in any one day, except by mutual agreement.
- 1.6 An employee called back to work after his scheduled day's work (or on Saturdays, Sundays and Holidays) shall receive a minimum of three (3) hour's pay at the prevailing rate.
- 1.7 Employees shall not be required to suspend work during the regular hours to absorb overtime.

ARTICLE 2

GENERAL HOLIDAYS

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

New Year's Day	Civic Holiday
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	December 24th
Labour Day	Christmas Day
Personal Holiday (1)	Boxing Day

2.2 Employees required to work on any of the above-mentioned holidays shall be paid in addition to their regular rate of wages for that day at a rate at least equal to one and one-half times their regular rate of wages for the time worked by the employee on that day.

2.3 Should any of the above-mentioned holidays fall on a Saturday or Sunday, it will be scheduled on the Friday preceding the holiday or the Monday following, subject to the provision that the elevator may not shut down for more than four (4) consecutive days.

ARTICLE 3

ANNUAL VACATIONS

- 3.1 Vacation entitlement will be computed on the calendar year basis.
- (a) Employees who, at the beginning of the calendar year, have less than one (1) year's service shall be entitled to one (1) day's vacation for each month service, with a maximum of ten (10) days. Their vacation pay shall be equivalent to four (4%) percent of their gross earnings, as shown on their annual T-4 slip.
 - (b) Employees who, at the beginning of the calendar year, have more than one (1) year of cumulative compensated service shall be entitled to two (2) weeks of vacation with pay.
 - (c) Employees who at the beginning of the calendar year, have three (3) or more years of cumulative compensated service shall be entitled to three (3) weeks vacation with pay.
 - (d) Employees who, at the beginning of the calendar year, have nine (9) or more years of cumulative compensated service shall be entitled to four (4) weeks vacation with pay.
 - (e) Employees who, at the beginning of the calendar year, have nineteen (19) or more years of cumulative compensated service shall be entitled to five (5) weeks vacation with pay.
 - (f) Employees who, at the beginning of the calendar year, have twenty-five (25) or more years of cumulative compensated service shall be entitled to six (6) weeks vacation with pay.

- (g) Every effort shall be made to schedule vacations on the basis of **two (2)** consecutive weeks during the period June 30 to September 15. Additional vacation may be scheduled during any **period** of the **year**, subject to advance notice of two (2) weeks to the employee concerned.
- (h) Vacation lists to be **posted prior to May 1st** of each year and senior employees shall have preference of **dates**. In the **case of two** or more employees having the same seniority requesting **identical** vacation dates, priority shall **be** given in the order that the requests were received by Management concerned.
- (i) An employee on annual vacation **and** recalled to work shall **be paid** at the rate of time and one-half for the time worked instead of straight time **as** heretofore, and **for** each such day worked one day's vacation in lieu thereof shall **be granted at a later date**.
- (j) Vacation pay will be paid **at 2%** per week of previous **year's gross** earnings or regular forty (40) hours **per week** rate, whichever **is** greater.
- (k) Notwithstanding **the above** paragraphs, **employees** who have worked less than one thousand, **five hundred and fifty (1550)** hours during the reference **year** shall receive a vacation **pay** based on the **percentage of grossearnings** during **such** period.

ARTICLE 4

HEALTH AND WELFARE

4.1 The Company will pay the full cost of the Ontario Health Insurance Plan (OHIP).

4.2 Effective February 1st, 1986 the Company will pay the full cost of \$16,000 life insurance coverage for its active employees. The coverage will be increased to \$18,000 effective April 1, 1986 and to \$20,000 effective April 1, 1987.

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

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

Effective February 1, 1986 the weekly benefit shall consist of sixty-six and two third percent (66 2/3%) of the U.I.C. insurable earnings up to a maximum of three hundred dollars (\$300). The maximum shall, be increased to three hundred and fifteen dollars (\$315) effective April 1, 1986 and to three hundred and thirty dollars (\$330) effective April 1, 1987. The weekly indemnity benefits set herein shall continue for a maximum period of thirty two (32) weeks.

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

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

Payments commence:

1. First day in case of accident;
2. Fourth day in case of sickness without hospitalization;
3. First day in case of sickness with planned hospitalization.

- 4.4 The Company will provide to all active employees a "Dental Plan" as outlined in the published insurance booklet, benefits payable at the current Ontario Dental fee guide.
- 4.5 All active employees shall benefit from a 100% Company paid health plan by which the employee will disburse 35¢ on each prescription for drugs. This plan shall also provide for semi-private hospitalization fees.
- 4.6 The Company will contribute thirty five dollars (\$35) per employee per year, bankable for two (2) years, towards the cost of safety shoes, upon presentation of receipt.
- 4.7 The Company will supply coveralls to all employees with seniority two (2) times during the term of this collective agreement.

4.8

The Company agrees to establish and pay the premium **cost** of long term disability benefits **for employees with seniority on the following basis:**

- a) The plan shall be integrated with C.P.P. disability benefits to provide for a maximum of \$750 per month benefit to disabled employee, effective **February 1, 1986**. The amount of benefit shall be increased to \$850 per month as of **April 1, 1986** and to \$1,050 per month effective **April 1, 1987**.
- b) Eligibility for L.T.D. shall be as follows:

February 1, 1986	10 years of service
April 1, 1986	7 years of service
April 1, 1987	5 years of service.
- c) The L.T.D. benefits shall be payable after **exhaustion** of weekly indemnity benefits and Unemployment Insurance sick benefits,

4.9

All active employees on **February 1, 1986** will be invited to join the Company Pension Plan. Future employees will have to join the plan after completion of the probation period, as described in Article 5.3.

ARTICLE 5

SENIORITY

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

ARTICLE 6

VACANCIES AND PROMOTIONS

- 6.1 Vacancies of a known duration of thirty (30) working **days** or more (**except** annual vacations) and **new** positions, **shall be** bulletined and **subject** to competence and fitness, Senior employees will **be** given the opportunity to **qualify**.
- 6.2 Employees accepting **promotion shall be** allowed a reasonable time **of** up to thirty (30) working **days** on the higher rated position in which **to** qualify and failing, will be returned to former positions **without: loss** of **seniority**.
- 6.3 Employees temporarily or permanently **assigned** to **higher rated** positions, shall receive the higher **rates while** occupying such positions: employees temporarily assigned to lower rated positions **shall not have their** rates reduced.
- 6.4 Employees declining promotion **shall not lose** their seniority of service.
- 6.5 **Should** an employee not be promoted, the duly accredited representative of **the employees will,** upon **written** request, be furnished with the **reasons** therefore in writing.

ARTICLE 7

DISCIPLINE AND GRIEVANCE

7.1 Grievance Procedure

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

Step 1:

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

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

Step 2:

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

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

step 3:

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

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

7.2 Arbitration

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

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

7.3 The jurisdiction of the arbitrator shall be restrained to the terms and conditions spelled out in this collective agreement.

7.4 The arbitrator's decision shall be binding upon all parties concerned.

7.5 The cost of the arbitrator shall be shared equally by the parties. Each party shall pay their own costs.

7.6 No matter may be submitted to arbitration which has not been carried through all steps outlined in the grievance procedure. However time Limits may be extended by mutual agreement.

ARTICLE 8

BEREAVEMENT LEAVE

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

ARTICLE 9

WAGES

9.1

Hourly Rate Effective

<u>CLASSIFICATION</u>	<u>01/04/85</u>	<u>01/04/86</u>	<u>01/11/86</u>	<u>01/04/87</u>
Maintenanceman	11.36	11.87	11.97	12.57
Weighmaster	10.85	11.34	11.44	12.01
Grain Distributor Gr. 1	10.63	11.11	11.21	11.77
Grain Distributor Gr. 2	10.38	10.85	10.95	11.50
Watchman	9.95	10.40	10.50	11.03

ARTICLE 10

UNION DUES

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

- 10.5 If **the** wages of an employee payable on the payroll in which the 24th day of the month falls are insufficient to permit the deduction of **the** full amount of dues, no such deduction shall **be** made from **the wages** of such employee in such month. The Company shall, not, because the employee did not have sufficient wages payable to him on **the** designated payroll, carry forward and deduct **from** any subsequent wages the dues not deducted in an earlier month.
- 10.6 Payroll deductions now or hereafter required by law, deductions of monies due or owing the Company, pension deductions and deductions **for** provident funds shall be made from wages prior to the deduction **of** dues.
- 10.7 **The** Company shall not be responsible financially or otherwise either to the Union or to any employee, **for any** failure to make deductions or for **making** improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues **from** the employee's wages, the Company shall adjust it directly with the **employee**.
- In the event of **any** mistake by the Company in the amount of its remittance, the Company shall adjust the amount in the subsequent remittance. The Company's liability **for** any and **all** amounts deducted pursuant to the **provisions** of this section shall terminate at the time it remits the **amounts** payable to the designated Union officer.
- 10.8 In the event **of** any action at law against the parties hereto or either of **them** resulting from any deduction or deductions **from** payrolls made or to **be** made by the Company pursuant to Clause 10.1, both parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence **except** that if **at the** request of the Union **counsel fees** are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the company **from** any **losses**, damages, costs, liability or **expenses** suffered or sustained **by it** as a result of any **such** deduction or deductions from payrolls.

10.9

The question of what, if any, compensation shall be paid the Company by the Union in recognition of services performed under this Agreement shall be left in abeyance, subject to reconsideration at the request of either party on fifteen (15) day's notice in writing.

ARTICLE 11


DURATION

11.1 This agreement shall remain in effect until March 31, 1988 and thereafter; and shall be subject to ninety (90) day's notice in writing from either party to the other of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to December 31, 1987.

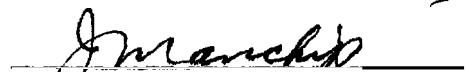
In witness thereof, the parties have signed at Montreal on February 21, 1986.

FOR THE COMPANY:

FOR THE UNION:



B. Giroux



J. Manchip, Gen. chairman

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