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EFF.	90/04/01
TERM.	94/03/31
No. OF EMPLOYEES	14
NOMBRE D'EMPLOYÉS	L.W.

UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION  
LOCAL 280 P

and

UNITED GRAIN GROWERS LIMITED  
EDMONTON SEED PLANT

COLLECTIVE LABOUR AGREEMENT

EFFECTIVE

APRIL 1, 1990

to

MARCH 31, 1994

AUT 22 1990

0385303

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

Between :

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

OF THE FIRST PART

and

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

OF THE SECOND PART

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**ARTICLE 1 - RECOGNITION & SCOPE**

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

**ARTICLE 2 - OBJECTS**

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

**ARTICLE 3 - UNION MEMBERSHIP & DUES**

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

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

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

#### ARTICLE 4 - REPRESENTATION

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

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

in accordance with this understanding the **Company** will compensate such employees at their regular rate of **pay** for time so spent in dealing with grievances and meetings with management.

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

#### AR 5 - MANAGEMENT RIGHTS

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



**ARTICLE 6 - GRIEVANCE & ARBITRATION PROCEDURE**

1. It is agreed by the Company and the Union that wherever possible complaints of employees or management shall be adjusted as quickly as possible without prolonged discussion and it is further **agreed** that an employee has no grievance until he or the Chief Steward has first given the foreman the opportunity of adjusting the complaint,
2. If such complaint or adjustment is not amicably settled to the satisfaction of the employee or employees concerned within two **(2)** working days, or within any longer period mutually agreed upon, then the following steps may be carried out in the grievance procedure.

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

**STEP 1**

3. Any employee having been unable to effect a satisfactory settlement with his foreman as generally outlined above, and who believes he has a complaint or grievance, shall state his grievance in writing. This written statement must be made to the Company within ten (10) days of the occurrence of the incident from which the grievance

arises if the grievance does not arise as the result of disciplinary action, suspension or dismissal by the Company.

4. If the grievance **does** arise as **the** result of disciplinary action, suspension or dismissal by the Company, such grievance must be stated in writing **within** five (5) **days** of the occurrence of the incident from which the grievance arises.
5. Such grievance must be signed by the grieving **employee** or employees, and **a** copy delivered to the foreman or supervisor of the employee or employees concerned, The employee shall have the right to request the assistance of a **Shop Steward**.
6. After such discussion as is necessary, the foreman shall **state** his decision, in writing with appropriate reasons if necessary; a **copy** of such statement going to the Steward representing the employee, **and** a **copy** going to **the** Superintendent of **the** Seed Plant within two **(2)** working days, or such longer time as is mutually agreed upon.

## **STEP 2**

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

**STEP 3**

- a. If no settlement is reached at Step 2, the Grievance Committee **may** request in writing a meeting with representatives of management. This request must be **made** within ten (10) **working** days of the receipt of **the** decision of the Superintendent, or such longer time **as** is mutually **agreed** upon. **At** this meeting the Manager or his nominee shall be present, and the Business Agent of the Union shall be present if his presence is requested by either party. The Manager shall render his decision within five (5) working **days** of the said meeting,
9. The Company shall have **the** right to initiate a grievance at Step 2 of the grievance procedure,
10. The Union shall have the right **to** initiate a group grievance or a grievance of general nature, at **Step 2** of the grievance procedure.
11. If after the completion of Step 3 of the grievance procedure either party desires that the grievance be referred to arbitration it shall, within thirty (30) **days**, notify the other party in writing, stating the issue to be arbitrated, the alleged violation of **the** Agreement, and **the** name of its appointee, to an Arbitration Board. The recipient of **the** notice shall, within five (6) days, advise the other party of **its** nominee to the Arbitration Board. If they are unable to agree on a Chairman within a further period of five (5) **days**, then either party may request the Minister of Labour for **Canada** to appoint such Chairman.

12. No **person** may be appointed as an arbitrator who has **been** involved in an attempt to negotiate or settle the grievance in question,
13. Each of the parties hereto shall bear the expenses of its arbitrator, and the parties shall equally bear the expenses and/or fees of the Chairman of the Arbitration Board.
14. The Arbitration **Board** shall not **have** jurisdiction or power to **make** any decision **inconsistent** with the **terms** of this Agreement, nor to **alter, modify or** amend this Agreement, but shall base its decision on the contractual rights of the parties as disclosed by **this** Agreement.
15. At any stage of the grievance procedure, including arbitration, the parties **may have the** assistance **of** the **employee** or **employees** concerned **and any** necessary witnesses (who shall not any any time **exceed** three (3) in number except with the mutual consent of both parties),
16. The Company undertakes that it will not attempt to settle a grievance directly **with** an employee if his grievance has already been discussed **with** the Company **by** the Union,

#### **ARTICLE 7 - STRIKES & LOCKOUTS**

1. During the term of this Agreement the **Company** agrees that there shall be no lockouts, and the Union **agrees** that there shall be no slowdown, strike, or **any** stoppage of **or** interference with work which **would** cause any interruption of work.

2. The Company shall have the right to discipline or discharge any employee taking part in any violation of Section (1) of this Article.

### ARTICLE 8 - SENIORITY

1. Employees' seniority as covered in this Agreement **shall apply** only to employment at the Company's Seed Plant defined in Article 1, and shall not be interpreted to apply elsewhere.
2. Seniority shall be on a plant seniority basis, **The** seniority of an employee shall be based upon his unbroken service with the Company **from** the date on which he **was** last engaged.
3. The Company will prepare and post in January and July of each year on bulletin boards, rosters showing the seniority as to length of service as at December **31st and** June 30th respectively of each year, Objections to the accuracy of the lists will be entertained within a period of fifteen (**15**) days from the date of each posting. Any corrections shall be **shown** on a supplementary sheet. The Company will supply copies of the complete roster to the Local and to the designated representative of the Union.
4. Probationary Employees
  - 4.1 **An** employee shall **be** regarded as probationary until he **has** completed sixty (60) consecutive days of employment with the Company from the date of last hire. **At** the end of the probationary period the

employee shall **be placed** on a seniority list with service back to the date of **hire** immediately preceding the completion of the probationary period.

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

5. Breaking of Seniority

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

- a) Dismissal, (if not reinstated **through** the grievance procedure or otherwise), voluntary resignation, quitting or retirement.
- b) Continuous lay-off **due** to lack of work for a period in excess of twelve (12) **months**.
- c) Failure to **report** for work within one (1) **calendar** week **after** being notified to **report following a** lay-off, **or** after the termination of a **leave of absence, unless in either case** the employee is excused for reasons satisfactory to the **Company**,
- d) An employee shall be deemed to **have** quit if absent from work without explanation or excuse satisfactory to the Company **for** five **(5)** continuous working days.

6. Seniority Applied for Lay-offs and Recalls

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

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

7. Waiving of Seniority

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

8. Seniority Applied to Promotions and Transfers

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

9. Job Posting

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



10. Transfer to Supervisory Positions

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

11. Bargaining Unit Work

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

- (a) **when a** employee must be instructed on a new job,
- (b) failure of an employee to show up **for work.**

**ARTICLE 9 - HOURS OF WORK & OVERTIME**

1. Hours of Work

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

1.2 **Regular** hours in a week shall be forty (40) hours, worked in five (5) consecutive days, eight (8) hours per day, and when the plant is on a five (5) day schedule such hours shall be worked Monday through Friday, However, if it is necessary to implement a Tuesday to Saturday shift a premium of .50 per hour shall be paid for all hours worked on the fifth (5) day, Saturday.

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

## 2. Shift Hours

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

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

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

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

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

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

3. Lunch Period

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

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

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

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

4. Relief Period

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

5. Daily & Weekly Overtime

All hours **worked** in **excess** of forty (40) straight **hours** in any work week or eight **(8)** straight hours in any one work day shall be compensated for at the rate of time and one-half of the employee's **straight** time hourly rate.

6. Sixth and Seventh Day Premium

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

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

7. Call Back Pay

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

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

8. Distribution of Overtime

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

9. Shutdown for Repair/Maintenance

If **it** is necessary to shutdown for repair/maintenance, the **Company** will retain **maintenance** employees to **the** extent necessary, If others are needed they will be scheduled provided they **are** qualified **to** perform the necessary work.

10. Injury Shift Guarantee

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

**ARTICLE 10 - TIME OFF FROM WORK**

1. **Bereavement Leave**

1.1 The Company agrees that an employee shall be granted **reasonable** leave of **absence** from his regular employment, up to a maximum of three (3) days, immediately following the death of a member of his family for the purpose of attending **the** funeral, a memorial service or making funeral arrangements **without** loss of regular wages.

1.2 In determining reasonable absence, consideration shall be given to the relationship of the employee to the deceased and the responsibility of the employee for making funeral arrangements.

1.3 An employee's immediate family shall be considered as wife, **husband**, son, daughter, mother, father, ,sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law and grandparents.

2. **Jury Duty**

2.1 An employee who is called for Jury Duty and while so engaged, will be paid the difference between jury **pay** and his regular base rate of **pay**.

2.2 A certificate of **service** from the **Court** is to be presented to the Company before such **payment** will be authorized.

3. Leave of Absence

3.1 The **Company may** grant leave of absence without **pay** retroactively or otherwise for legitimate reasons including illness, accident or to transact personal business but not for gainful employment elsewhere, except as noted in Section 4 below.

3.2 Seniority will not accumulate during any leave of absence **in excess** of thirty (30) calendar **days**.

4. Leave for Union Business

4.1 At the Union's request **the** Company shall grant a leave of absence of not less **than**, or **more than**, **one** (1) year to an employee for the purpose of **working** in an official capacity with the Union providing:

a) the employee **has** previously attained one (1) year's continuous service,

b) the Union makes application to the Company in writing, and

c) the Company is **given** at least one (1) **month's notice**.

4.2 The **Company** agrees that it will, at the conclusion of this one (1) **year** period, enter into discussion **with the** Union respecting **the** extension of such leave of absence.

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

#### **ARTICLE 11 - HOLIDAYS**

##### 1. Observed Holidays

- 1.1 Subject to the provisions of **this** Article, **the** Company will observe the following holidays on the



calendar days on which they occur:

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

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

## 2. Holiday Pay

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

- a) they have been employed in excess of thirty (30) days, and

- b) that they have worked for fifteen (15) days in the thirty (30) **day** period immediately preceding the holiday.

### 3. Pay for Holiday Work

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

## ARTICLE 12 - VACATIONS

### 1. Vacation Period

- 1.1 An employee who is on the active payroll and who **has** completed one (1) or **more** years continuous **service** will be entitled to two (2) weeks vacation with **pay.** Such payments shall be in accordance with the Canada Labour (Standards) Code, Part III, S.C. 1965.
- 1.2 An employee who is on the active payroll and **who has** completed four (4) or more years continuous service will be entitled to three (3) weeks vacation with **pay.**
- 1.3 An employee who is on the **active** payroll and who has completed **ten** (10) **years** or more continuous service will be entitled to four (4) **weeks** vacation with **pay.**

1.4 An employee who is on the active payroll and who has completed eighteen (18) years or more continuous service will be entitled to five **(5)** weeks vacation with pay.

1.5 Vacation pay shall be computed on the basis of forty (40) hours per week at the employee's actual rate of pay or two **(2)** percent, per week of total **gross** earnings, whichever is greater.

2. Timing of Vacations

2.1 The yearly vacation period shall be from January **1** to December 31 of each calendar year.

2.2 Vacations may not be postponed or held over to subsequent years, but must be taken during **the** vacation year in which they are due.

2.3 An employee shall submit the time requested for his vacation not later than April 15 in the current year. Every consideration shall be given such requests but the final choice of scheduling such vacations shall be reserved by the Company in the interest of efficient operation of the plant.

2.4 The Company shall post lists on or before **May** 1st in the current year in accordance with 2.3 above. Such lists shall not be altered unless an alteration is necessary to the efficient operation of the Company.

2.5 Should a recognized holiday (Article 11) occur during an employee's vacation period, an additional day of vacation will be allowed, or an **extra** day's **pay**.

**ARTICLE 13 - HEALTH & SAFETY**

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

**ARTICLE 14 - BULLETIN BOARDS**

1. **The Company** agrees to provide standard bulletin **boards** for the Union in locations easily **accessible** to all employees.
2. All Union bulletin boards shall be plainly designated as Union bulletin boards,

3. The Union agrees to post on these boards only notices concerning soliciting membership, elections, meetings, reports and other official Union business or notices of recreational and social activities provided that all such notices shall first be submitted for the inspection and approval of management,

#### ARTICLE 15 - SCHEDULES

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

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

#### ARTICLE 16 - GENERAL

1. Clothing

Each employee eligible for seniority rights, as of April 1st of each year, will receive one (1) pair of coveralls as of that date.

2. Technological Change

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

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

**ARTICLE 17 - PLANT CLOSURE & SEPARATION ALLOWANCE**

1. The Company shall give notice of its intention to permanently close the plant referred to in this agreement at least sixty **(60)** calendar days prior to such closing.
2. **Separation** payments shall be made to employees on the following basis:
  - a) they have three **(3)** or more years seniority
  - b) they are actively employed with the Company and accumulating seniority or have laid-off within the thirty (30) day period preceding the date of notice of **closing**.

Employees on **leave of absence up to one (1) year and** employees receiving Workers' Compensation or **away** from work on recognized sick leave will be eligible,

3. Separation payments shall not be made:
  - a) to employees who have less than three **(3)** years credited service,
  - b) to employees who are discharged for **cause**,

- c) to employees who retire,
- d) to employees **who** voluntarily resign,
- e) to employees who **refuse** an **offer** of employment by the Company in another unit of its business, the

location of which is reasonably accessible to the location of the place of employment from which the employees' are being dropped from service,

- f) in the event that the closure is brought about by war, strike, walkout, **work** stoppage, slowdown or other cessation of work, fire, actions by government or government legislated bodies or act of God.

4. In **order** to qualify. for separation allowance, employees will continue to work in a satisfactory manner as long as required.

5. Separation allowances for eligible employees shall be computed on **the** basis of **three (3) days pay** at **the** employee's regular rate for each completed year of service up to twelve (12) years service **plus five (5) days pay** for each completed **year** over twelve (12) years of **service** to a maximum of thirty (30) years service.



**ARTICLE 18 - TERMINATION CLAUSE**

1. This Agreement shall be valid until March 31, 1994 and **shall** remain in force from year to year thereafter unless written notice of a desire to **amend** or to terminate it is given by **either** party to the other,
2. Such notice **shall** be **given** not more **than** sixty (60) days prior to the termination date of this Agreement.
3. If notice, as contemplated under paragraph 1 of **this** Article, is **given** by either party to the other, the other party **agrees to** meet for the purpose of negotiations within fifteen (15) days after giving **such** notice, if requested to do so.

Signed at Edmonton, Alberta **this** \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

FOR THE COMPANY

FOR THE UNION

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

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



SCHEDULE A

1. New Job Titles

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

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

2. Shift Differentials

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

2.2 The second shift differential is \$0.35 per hour effective April 1, 1985 **and** \$0.40 **per** hour effective April 1, 1986. **The** third shift differential is \$0.40 per hour effective April 1, 1985 **and** \$0.45 **per** hour effective April 1, 1986. Both **differentials** are in addition **to** the employee's regular **straight** time **hourly** rate,

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

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

### 3. Rate of Pay Permanent Transfer

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

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

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

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

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

4. Rate of Pay Temporary Transfer

4.1 An employee temporarily assigned to a higher rated job will be paid the higher rate when such assignment is for **four (4)** or more hours on a shift, providing he can perform the job without instruction or assistance,

4.2 An employee temporarily assigned to a lower rated job will have **his** regular rate continued **for** a period of thirty (30) calendar days unless the assignment is made at the employee's request, or is made to avoid the lay-off of the employee,

5. Flexibility

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

6. Wage Rates & Job Classifications

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

	<u>April 1/90</u> to <u>April 29/90</u>	<u>April 30/90</u> to <u>March 31/91</u>	<u>April 1/91</u> to <u>March 31/92</u>	<u>April 1/92</u> to <u>March 31/93</u>	<u>April 1/93</u> to <u>March 31/94</u>
<u>Classification</u>					
1. Warehouseman Mill Operator Helper	10.61	11.03	11.36	11.81	12.52
2. Mixer	10.71	11.14	11.47	11.93	12.65
3. Fork Lift Operator Maintenance Helper	10.92	11.36	11.70	12.17	12.90
4. Cleaner Operator	11.23	11.68	12.03	12.51	13.26
5. Mill Operator - Grass Seed	11.23	11.68	12.03	12.51	13.26
6. Mill Operator - Hard Seed	11.23	11.68	12.03	12.51	13.26
7. Maintenance Man	11.59	12.05	12.41	12.91	13.68

NOTE: Warehouseman operating one man automatic bagging unit - \$0.05 per hour differential while so engaged.

Entry Labour Rate

The Entry Labour Rate shall be in effect for the entire time a new employee is within their probationary period:

- effective April 1/90 to April 29/90 \$8.00 per hour
- effective April 30/90 to March 31/94 \$9.00 per hour

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

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