

SOURCE	Union		
EFF.	97	01	01
TERM.	99	12	31
No. OF EMPLOYEES	40		
NOMBRE D'EMPLOYÉS	40		

COLLECTIVE AGREEMENT

AGPRO GRAIN INC., Winnipeg, Manitoba

OF THE FIRST PART,

-and-

GRAIN SERVICES UNION (ILWU . Canadian Area)

OF THE SECOND PART.



Duration of Agreement
January 1, 1997 to December 31, 1999

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THIS AGREEMENT made and entered as of this 1st day of January 1997

BETWEEN:

AGPRO GRAIN INC., Winnipeg, Manitoba
(hereinafter referred to as the "Employer"),

OF THE FIRST PART,

and

GRAIN SERVICES UNION (ILWU - Canadian Area)
(hereinafter referred to as the "Union"),

OF THE SECOND PART.

The Employer and the Union mutually agree as follows:

ARTICLE 1 - SCOPE AND RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer working at its St. Boniface Elevator, excluding the Co-ordinator Grain Operations; Maintenance Co-ordinator; Pellet Operations Co-ordinator; Marketing Co-ordinator; **Manager, Manitoba Operations, Trader, Feed Grains;** Office Manager, and casual employees.

1.02 It is understood and agreed that inasmuch as the Employer recognizes the Union as the employees' bargaining agency, the Union, as evidence of good faith, assumes the responsibility for its members in their relations with the Employer, and will use its best efforts to have the employees' responsibility under the contract carried out in letter and in spirit, and to have its members deliver a fair day's work as called for by the position involved and the reasonable orders of the Employer.

ARTICLE 2 - SPIRIT AND INTENTION

2.01 The spirit and intention of this Agreement is to maintain good and amicable relations between the Employer and all of its employees covered by this Agreement. Therefore, this Agreement is in no sense to be taken as a discouragement to direct consultation where a solution can be reached by such means without having recourse to the bargaining procedure hereinafter provide?.

ARTICLE 3 - DEFINITIONS

3.01 The classifications and status of employees shall be determined as follows:

- (a) Regular full-time employee - an employee who is hired to work and who is normally scheduled to work the full prescribed hours per week.
- (b) Part-time employee - an employee who is scheduled to work on a regular and recurring basis less than the prescribed normal hours of work, exclusive of overtime.
- (c) Casual employee - means an employee engaged on a partial day and/or week on an irregular basis or an employee engaged on a regular working day basis for a specific period not expected to exceed fifteen (15) working days in a given year. Casual employees determined to have worked in excess of fifteen (15) working days in a given year shall be considered a probationary employee with time served/applied to the probationary period. Individuals hired in this category are to be hired for a specific job, the amount and the type of work being known at the time of hire. The Company shall not use any system of consecutive hiring of casuals to avoid the hiring of employee(s) on a part-time, temporary, or full-time basis, and wherever practical these defined employee(s) must be hired prior to casual employee(s).

Casual employee(s) may only be used in performing general inside/outside clean-up work. It is also understood that laid-off employee(s) will be given first opportunity at the casual work to be performed.

- (d) Temporary employee - an employee hired for a specific period of time or for the completion of a specific job, which shall not be in excess of sixty (60) working days unless such period of employment is extended by the mutual agreement of the Employer and the Union.

3.02 Service with the Company - service shall not include periods of casual employment. If employment with the Employer is broken by resignation or termination of employment, service prior to such resignation or termination shall not be included in computing service with the Employer. Temporary employment shall be considered as service with the Employer only when it is continuous with subsequent regular full-time employment.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes that the Employer has the sole and exclusive right to manage its business in all respects in accordance with its commitments and responsibilities subject only to the specific provisions of this Agreement. Without restricting the foregoing, the Employer has the sole and exclusive right to plan, direct and control operations, to determine work and production schedules, to maintain order, discipline and efficiency, and to direct its work force; to hire, transfer, promote, demote, classify, reassign jobs or duties, or retire any employee; to suspend or discharge any employee for just cause; to reorganize, close, or disband any department or section thereof as circumstances may require; to determine the location of its operation and activities; to increase or decrease its working forces; and to make and alter from time to time rules and regulations to be observed by employees which rules and regulations shall not be inconsistent with the terms of this Agreement.

ARTICLE 5 - DUES CHECKOFF

5.01 The Employer shall deduct from the wages of each employee in the bargaining unit, whether or not the employee is a Union member, an amount equivalent to the regular monthly membership dues of the Union. Monies so deducted shall be forwarded by the Employer to the Secretary-Manager of the Union within ten (10) calendar days following the month for which the dues were deducted. The Employer shall furnish the Union with a list of the names of employees from whom deductions have been made. It is understood that when an employee works less than forty-eight (48) hours in a month no deduction shall be made.

5.02 The Union shall notify the Employer in writing of any change in the amount of regular monthly membership dues at least one (1) month in advance of the end of the pay period in which the deductions aforesaid are to be made.

5.03 The Union shall indemnify and save harmless the Employer from any and all claims, demands, or proceedings that may arise from making the deductions aforesaid.

5.04 The Employer shall furnish the Union monthly with names of new engagements and terminations of employees covered by this Agreement.

ARTICLE 6 - STRIKES AND LOCKOUTS

6.01 The Union agrees that for the duration of this Agreement or any extension thereof, it will not cause, direct or consent to any strike action on the part of the employees represented by the Union, nor shall any employee(s) threaten or take part in a strike, and that if any such action should be taken by the employee(s), the Union will instruct the said

employee(s) in writing to return to work and perform his/her or their usual duties and to resort to the grievance procedure established herein for the settlement of any complaint or grievance. If any such employee(s) shall strike he/she or they will be subject to disciplinary action or dismissal and such shall not be the subject of grievance to be dealt with as hereinafter provided.

6.02 · The Employer agrees that it shall not threaten an unlawful lockout of any employee(s) and that there will be no lockouts of its employee(s) for the duration of this Agreement, or any extension of the same.

6.03 For the purpose of this Agreement, a strike shall be deemed to include any intentional slowdown, any intentional interruption of work, or suspension of work, any stoppage, labour holiday or continued meeting, picketing, or other collective interference with services or entry to or egress from the Employer's premises.

6.04 In the event of a strike in breach of this Agreement, no party shall resort to the grievance procedure until such strike is terminated.

ARTICLE 7 - UNION ACTIVITIES

7.01 Subject to Articles 9 and 10.10, the Union agrees that Union meetings will not be held on Employer premises and that no employee or Union official will, during his/her working hours or during the working hours of any employee, engage in any Union business or activity on Employer time without first obtaining the written permission of the Employer.

ARTICLE 8 - UNION NOTICES

8.01 The Employer agrees to provide one bulletin board in its premises, in a convenient location, for the use of the Union. The main purpose of the bulletin board shall be for the posting of notices related to Union meetings, Union elections, the names of Union officers and staff, social and recreational events. Notices or other material that do not fall within the preceding definition shall require the prior approval of the ~~Manager~~ Manitoba Operations or his/her delegated representative before posting.

ARTICLE 9 - UNION BUSINESS

9.01 The Business Representative of the Union shall, in the course of his/her duties, have access to the Employer's premises provided that the Business Representative has received the permission of the Employer, such permission not to be unreasonably withheld.

Any business between the Business Representative and an employee shall be conducted, wherever possible, during the employee's normal break.

9.02 The Employer shall recognize not more than one (1) Steward who must be a regular full-time employee of the Employer. The Union shall notify the Employer in writing of the name of the Steward , elected and the Employer shall sign an acknowledgment of receipt of such notice. The Employer shall be obliged to only recognize as Steward the person of whom it has been , notified.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 The parties hereto desire that every grievance shall be dealt with as quickly as possible. The grievance shall be submitted in the first step within fifteen (15) days of the circumstances giving rise to the grievance or, in the case of employee on approved leave of absence or vacation, within fifteen (15) days of his/her return from such leave of absence or vacation.

10.02 For the purposes of this Agreement, a grievance is defined as a dispute or controversy between the Employer and one or more of its employees concerning the interpretation, application, meaning, operation or any alleged violation of the Agreement.

10.03 (a) The word "days" as used in Articles 10 and 11 shall mean working days other than Saturdays and Sundays or a Statutory Holiday as referred to in Article 19.

(b) The discussion and decision made on each grievance shall be limited to the matter specified in the written grievance at Step 1.

10.04 A grievance must be submitted in writing by an employee, a Steward, or a staff member of the Union on the grievance form which the parties have agreed to use for this purpose and shall be dealt with as follows:

STEP 1: The grievance shall be taken up with the Co-ordinator Grain Operations or his/her delegated representative, who shall render a written decision within three (3) days of receipt of the grievance.

STEP 2: Failing satisfactory settlement at Step 1 or failing receipt of a decision from the Co-ordinator Grain Operations or his/her delegated representative, the grievance shall be taken up with the Manager, Manitoba Operations or his/her delegated representative within five (5) days of receipt of the decision in Step 1. The ~~Manager, Manitoba Operations~~ or his/her delegated representative must give his/her written answer within five (5) days of receipt of the grievance.

STEP 3: If a satisfactory settlement is not reached at Step 2 within the designated time, the General Secretary of the Union or his/her designate shall submit the grievance to the Vice President, **AgPro Grain Inc.** or his/her delegated representative within ten (10) days of the date upon which the **Manager, Manitoba Operations** issued, or was required to issue, his/her answer in writing. The Vice President, **AgPro Grain Inc.** or his/her delegated representative shall give his/her answer in writing within ten (10) days of receipt of the written grievance. Failing settlement within the ten (10) day period, the grievance may be submitted to arbitration as hereinafter provided for.

STEP 4: A grievance is referred to arbitration by either party giving notice to the other in writing of its intention to do so. Such written notice shall be given within ten (10) days of the receipt of the decision in Step 3 or from the expiry of the time limits at Step 3, whichever is the earlier. Within seven (7) days of receipt of such written notice, each party shall appoint an Arbitrator. Within a further ten (10) days the two arbitrators shall appoint a Chairman to the Board. If the two arbitrators fail to agree and fail to appoint a Chairman within ten (10) days of their appointment, they shall request the Minister of labour (Canada) to appoint a Chairman of the Arbitration Board and the person so appointed shall be duly empowered to act accordingly.

10.05 A grievance concerning a discharge of an employee shall be initiated at Step 2 of the grievance procedure by a written grievance being delivered to the **Manager, Manitoba Operations** or his/her designated representative within seven (7) days of the dismissal. Thereafter the time limits set forth in the grievance procedure outlined above shall be followed.

10.06 The Union shall have the right to submit a policy grievance within fifteen (15) days of the circumstances giving rise to the policy grievance. Such grievance shall be initially presented in writing at Step 2 of the grievance procedure. Thereafter the time limits set forth in the grievance procedure outlined above shall be followed.

10.07 The time limits set out in this Article may be extended by written agreement of the parties, provided that requests for extensions are made prior to the expiry of the time limitation.

10.08 Employees may have the benefit of representation by a full time staff member of the Union at any step of the grievance procedure, provided such member is available.

10.09 Should any grievance not be submitted or carried through by the employee or the Union within the time limits specified above, then the grievance shall be deemed to be abandoned and resolved on the basis of the Employer's position at the preceding step, provided, however, that failure of the Union to proceed further with a grievance shall not, one way or the other, be considered as an agreement interpretative decision.

10.10 A Shop Steward will not leave his/her regular duties for the purpose of investigating or presenting grievances without first obtaining the permission of the Employer and such permission shall not be unreasonably withheld. Absence for such purposes described above shall be regarded as time worked.

ARTICLE 11 - ARBITRATION

11.01 The Arbitration Board established under Article 10 (Step 4) shall not have authority to alter, enlarge, modify or change any of the provisions of this Agreement, or to insert any new provisions, or to give any decision contrary to the terms and provisions of this Agreement, nor to deal with any matter not covered by this Agreement. Where the Arbitration Board determines that an employee has been dismissed or otherwise disciplined by the Employer for just cause, the Board of Arbitration may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the Board deems just and reasonable under the circumstances.

11.02 The decision of the Arbitration Board or a majority of the arbitrators shall be final and binding upon the parties hereto and upon any employee or employees concerned. If there is no decision by a majority of the Board, then the decision of the Chairman shall be similarly final and binding.

11.03 No person who has a pecuniary interest in a matter before the Arbitration Board, or who is acting, or has acted, within a period of one (1) year prior to the date on which the notice of desire to submit the matter to arbitration is given, as solicitor, counsel or agent of any of the parties to the arbitration, is eligible for appointment as a Chairman of the Arbitration Board. Each of the parties hereto will bear the expense of an arbitrator appointed by it and the parties will share equally the expenses of the Chairman, if any. The proceedings of the Arbitration Board will be expedited by the parties hereto.

11.04 Nothing herein shall prevent the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this article relating to an arbitration board shall apply, mutatis mutandis, to the single arbitrator.

ARTICLE 12 - PROBATIONARY PERIOD

12.01 Probationary Employee

An employee who has been newly hired for a position must complete a probationary period of sixty (60) working days. ~~For the~~ purpose of calculating the probationary period, eight hours of work shall constitute a working day. The Employer may extend the probationary period for a further sixty (60) working days by mutual agreement between the Employer and the Union. During this period the Employer shall have the right,

in its sole and exclusive discretion, to discharge a probationary employee and such employee shall be deemed to have been discharged for just cause. It is understood that existing staff of the Employer who have completed more than sixty (60) working days of employment with the Employer as of the effective date of this Agreement shall be deemed to have completed the probationary period referred to above.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 The parties recognize that job security should increase in proportion to length of service (seniority) and agree, in the case of layoff and recall, that following a layoff employee with greater length of service shall be entitled to preference provided the senior employee to be retained or recalled, as the case may be, possesses, in the opinion of the Employer, which shall not be exercised in an arbitrary or discriminatory manner, the qualifications, skill and reliability to perform the tasks required.

13.02 For the purposes of this Article and Article 23.05, seniority shall be defined as the length of continuous service with the Employer, calculated from the date when the employee was last hired by the Employer. For the purposes of this Article, the length of continuous and unbroken service by an employee at the St. Boniface Elevator with Elders Grain and All State Grain shall be recognized as service with the Employer provided the employee accepted employment with the Employer as of May 15, 1990, and has been continuously employed with the Employer since that date. In the case of an employee who was once in the employ of the Employer, but who resigned or was discharged or whose employment was terminated, seniority shall date from the most recent date of employment.

13.03 An employee shall not acquire seniority rights until he/she has completed the required probationary period, or extended probationary period, as the case may be, as defined in Article 12. An employee who successfully completes the probationary period shall be placed on the seniority list at that time, backdated to his/her date of initial hire.

13.04 An employee's seniority shall be forfeited with no obligation on the Employer to rehire such employee in the event of any one of the following occurrences:

- (a) If he/she quits voluntarily; or
- (b) If he/she is discharged for just cause and is not reinstated under the grievance and arbitration procedure; or
- (c) After obtaining an authorized leave of absence, he/she fails to report to work at the expiration of his/her leave of absence, or as provided in this Agreement; or

- (d) After having been on continuous layoff for a period of twelve (12) months or more; or
- (e) if, while on an authorized leave of absence, the employee takes employment elsewhere contrary to the terms of this Agreement; or
- (f) If he/she fails to return to work at a time designated by the Employer when recalled following a layoff.

13.05 An employee on a paid leave of absence or on unpaid leave referred to in Articles 20.07 and 20.08 shall continue to accumulate seniority, vacation credits and other benefits.

13.06 An employee on any leave of absence without pay or on layoff shall continue to maintain seniority and other benefits accumulated prior to taking the unpaid leave of absence or being laid off but he/she shall not further accumulate seniority, vacation benefits or other service benefits.

13.07 Upon request, employees shall receive any accumulated vacation at the time of layoff. The period of layoff shall commence the first working day following the completion of the vacation period.

13.08 In order to qualify for recall, an employee must keep his/her name, current address and telephone number on file with the Employer. The employee must be prepared to begin work at a time designated by the Employer.

13.09 When recalled to work following a layoff, an employee on the layoff list shall be given a minimum of twenty-four (24) hours advance notice in which to report for work, such notice shall be by telephone and confirmed, where practical, by registered mail directed to the employee's last known address. When an employee receives notice of recall, he/she must notify the Employer of his/her intention of accepting or rejecting the recall or he/she will be terminated.

13.10 Only regular full-time employees shall accumulate seniority; part-time employees shall not, therefore, accumulate seniority. However, if a part-time employee is subsequently made a regular full-time employee in the same classification his/her service as a part time employee in that classification shall be included in his/her probationary period and his/her effective seniority date shall be based on eight hours of part-time work equalling one working day of regular full-time employment.

ARTICLE 14 - WAGES

14.01 Subject to Article 24, the Scale of Wages and Job Classifications shall be as set forth in Schedule "A" attached hereto and such Schedule shall form part of this Agreement, provided that the Employer may, for the purposes of recruitment or retention of employees during the life of this Agreement, establish an hourly rate for a particular classification higher than the hourly rate prescribed in Schedule "A". The Employer shall notify the Union, in writing, of the establishment of any such higher classification rate. *

14.02 Any employee who is receiving a higher rate than that specified in the Wage Schedule at the time of signing this Agreement shall not have his/her rate reduced.

ARTICLE 15 - RELIEVING RATES OF PAY

15.01 A regular full-time employee designated by the Employer to fill a position temporarily in the scope of this Agreement, paying a higher rate of pay, shall receive not less than the minimum of the range of the temporary position provided that such relieving period is for seven (7) working days or more. An employee shall be required to work the seven (7) working days waiting period only once in each calendar year for a given position or in an identical level and kind of position.

15.02 In the event of an employee's rendering temporary service in a classification in which the rate is lower than has been received by him/her, his/her regular pay shall not be reduced.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.01 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

16.02 Subject to 16.04, the normal work week shall be comprised of forty (40) hours made up of five (5) consecutive eight (8) hour days falling within the period Monday to Sunday. The daily hours are inclusive of rest periods and lunch periods except for day shift where the lunch period is excluded. On all shifts the Employer may schedule the lunch periods so that production is not interrupted.

16.03 All hours worked in excess of the normal hours of work in any day or week as provided for in Article 16.02 above shall be paid for at the rate of time and one-half (1 1/2) the regular hourly rate of pay to be paid to the employee. Double time the regular hourly rate of pay will be paid only in the following cases:

- (a) for each hour of overtime worked after sixteen (16) hours work in any day, or
- (b) after eight (8) hours work on an employee's first day of rest and for all hours worked on the second day of rest as defined in 16.07 herein.

16.04 There shall be no pyramiding of overtime or premiums and therefore overtime shall not be paid under more than one provision of this Agreement. It is understood that both daily and weekly overtime shall not be paid but that the Employer will pay whichever is the greater. When overtime is worked beyond the regular shift, it will be paid at the appropriate rate with the applicable shift premium applying as well.

16.05 Each employee shall receive a ten (10) minute rest period during each half working day and the paid rest period shall be approximately midway between each work shift provided more than two (2) hours has been worked in each half day.

16.06 An employee shall be entitled to two (2) consecutive days of rest in a week. Such two consecutive days may be separated by a paid statutory holiday and the consecutive day of rest may be in separate calendar weeks.

16.07 (a) A full-time employee whose shift (eg. day to evening shift or evening to night shift) is changed without five (5) days prior notice shall be compensated at the rate of time and one-half (1 1/2) for the first full shift worked on the new shift. Subsequent days worked on the new shift shall be paid at straight time.

(b) By mutual written agreement the Employer and the Union may waive the application of the notice and overtime requirements in Article 16.07(a).

(c) in the case of casual or temporary employees, their shift schedule may be changed without notice, but whenever possible the Employer shall give twenty-four (24) hours notice of any change.

16.08 Where the Employer determines there is a clear cut need, wash-up time up to a maximum of ten (10) minutes will be permitted immediately before the end of a work period.

16.09 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

16.10 (a) Where an employee requests, and with the approval of the Employer, overtime shall be compensated by leave with pay. The duration of the leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the employee's regular straight time

rate of pay in effect on the date immediately prior to the day on which the leave is taken.

- (b) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer provided, however, that banked time must be taken within two (2) months of the overtime worked otherwise the overtime shall be paid out. Employees laid off or terminated shall receive payment for any banked overtime at the time of lay-off or termination.

16.11 Where overtime work is required, the Employer shall first attempt to enlist employees who are qualified to perform the tasks required on a voluntary basis, but where overtime is offered and there are no qualified volunteers available, then the Employer reserves the right to require employees who are qualified to perform the required tasks to work the overtime. Employees shall receive a meal allowance of **\$7.50** when overtime work extends three (3) hours beyond the end of a shift.

ARTICLE 17 - SHIFT PREMIUMS AND REPORTING PAY

17.01 An employee will receive an evening shift premium of seventy cents (~~70¢~~) per hour for all hours worked, including overtime hours worked, on shifts more than half the hours of which are regularly scheduled between 4:00 p.m. and 6:00 a.m. except that an employee working on a shift regularly scheduled to start between the hours of 10:00 p.m. and 2:00 a.m. shall receive instead a night shift premium of eighty-two cents (~~82¢~~) per hour for all hours worked. ~~The day shift shall be scheduled to commence between 6:00 a.m. and 8:00 a.m. The Employer will give as much notice as possible if starting the afternoon shift early, and call-in before 11:00 a.m. would be at a minimum.~~

17.02 In no case shall overtime on a day shift be construed as making evening shift premium applicable which, in the absence of overtime, would be a straight time day rate. In no case shall overtime on evening shift be construed as making night shift premium applicable to work which, in the absence of overtime, would include night shift premium.

17.03 Employees shall receive weekend premium of seventy-three cents (~~73¢~~) per hour in respect of all regularly scheduled hours at straight time hourly rates worked on Saturday and/or Sunday.

17.04 An employee who reports for work on his/her scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours pay at straight time, whichever is the greater. This shall not apply in cases where the employee was notified previously not to report for work on his/her scheduled shift. To qualify for payment under this provision, employees must have their current address and telephone number on file with the Employer.

17.05 Call Back

An employee called back to work on a designated paid holiday which is not his/her scheduled day of work or on his/her day of rest or after he/she has completed his/her regular full shift for the day and has left his/her place of work shall be paid the greater of:

- (i) time and one-half (1½) his/her regular hourly rate for all hours worked;
or
- (ii) four (4) hours' pay at his/her straight time hourly rate, provided that the period worked by the employee is not continuous to his/her normal hours of work and he/she was not notified of such overtime requirement prior to completing his/her last period of work.

ARTICLE 18 - VACATIONS

18.01 The vacation year shall be from January 1st to December 31st inclusive without prejudice to any employee's vacation plans in calendar year 1993.

18.02 An employee hired after January 1st in any year and who does not qualify for a full annual vacation shall accumulate vacation leave from date of employment to December 31st on the basis of one and one quarter (1¼) days for each whole calendar month of employment and any annual vacation so earned shall be taken in the subsequent vacation year.

18.03 Effective January 1, 1993, a full-time employee shall be entitled to the following vacation periods, namely:

- (a) a full-time employee completing one (1) year continuous service with the Employer as at January 1st in any year shall be entitled to a vacation with pay of three (3) weeks (fifteen (15) working days);
- (b) a full-time employee completing eight (8) years but less than eighteen (18) years of continuous service with the Employer as at January 1st in any year shall be entitled to a vacation with pay of four (4) weeks (twenty (20) working days) in the following vacation year;
- (c) a full-time employee completing eighteen (18) years but less than twenty-eight (28) years of continuous service with the Employer as at January 1st in any year shall be entitled to a vacation with pay of five (5) weeks (twenty-five (25) working days) in the following vacation year;

- (d) a full-time employee completing twenty-eight (28) years of continuous service with the Employer as at January 1st in any year shall be entitled to a vacation with pay of six (6) weeks (thirty (30) working days) in the following vacation year.

18.04 Employees shall take all their vacation leave in the vacation year following the year in which it was earned. Vacations may not be accumulated from year to year unless otherwise mutually agreed to between the Employer and the employee affected, in writing.

18.05 Vacation time shall be granted by the Employer so as to least interfere with the continuance of operations. The vacation schedule shall necessarily conform to the requirements of the business. Wherever possible, vacations shall be taken at a time mutually agreeable to the employee and the Employer.

18.06 In calculating vacation entitlement the Employer shall recognize an employee's past service with All State Grain and Elders Grain provided

- (a) such recognition only applies to continuous unbroken service with these Companies immediately prior to May 15, 1990, and
- (b) the employee accepted employment with the Employer as of the above date and has remained continuously in the employ of the Employer.

ARTICLE 19 - STATUTORY HOLIDAYS

19.01 The following shall be recognized as statutory holidays with pay at regular straight time hourly rates:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
August Civic Holiday	Labour Day.

19.02 In addition to pay for the holiday, an employee required to work on the statutory holiday will be paid not less than one and one-half (1½) times his/her regular hourly rate of pay for all hours worked on that day.

19.03 Notwithstanding anything contained in this Article, an employee is not entitled to pay for a statutory on which he/she does not work where:

- (a) He/She did not work his/her regularly scheduled working day immediately preceding or following the statutory holiday, unless absent with the Employer's consent.

19.04 If a statutory holiday falls within an employee's vacation period, then he/she shall receive an extra day's vacation.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Bereavement Leave

When there is death in the immediate family of an employee, that employee shall be granted leave of absence with pay at regular straight time hourly rates up to three (3) consecutive working days for the purpose of arranging or attending the funeral, provided the employee has completed ninety (90) days or more service with the Employer. "Immediate family" shall be defined to include only the employee's mother, father, mother-in-law, father-in-law, spouse, son, daughter, sister, or brother. Where major travel or special circumstances are involved, approval may be given by the Employer to extend the three (3) day limit to five (5) working days.

20.02 In the event of the death of an employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandchild, an employee is entitled to leave with pay at regular straight time hourly rates, up to a maximum of one (1) day.

20.03 Adoptive Maternity and Parental Leave

Employees who have completed six (6) months continuous service shall be entitled to leave of absence for child care responsibilities pursuant to Division VII of the Canada Labour Code.

In summary, the length of leave is:

- (a) 17 weeks maternity leave;
- (b) 24 weeks leave for care of a newborn child that may be used by a male or female employee, or split between them;
- (c) 24 weeks leave for adoption that may be used by a male or female employee or split between them.

20.04 Paid Child Care Leave

An employee may be granted one (1) days' leave of absence with regular pay for needs directly related to the birth of her/his child.

20.05 An employee may be granted one (1) days' leave of absence with regular pay for needs directly related to the adoption of a child.

20.06 Jury Duty

In keeping with the policy that an employee not suffer a loss of pay while serving as a juror, the remuneration to be received by the employee on any working day the employee reports for or serves on the aforementioned shall be the employee's regular rate of pay for the day less jury duty fees received for that day.

20.07 Union leave of Absence

An employee who, at any time, is delegated to represent the Union at an annual or semi-annual meeting of the Union's representative bodies shall be granted reasonable time off without pay from his/her duties in order to perform said tasks. The Union must give at least two (2) weeks' notice of the proposed period of absence. No more than one (1) employee may be absent at any one time and the leave of absence shall not exceed ten (10) working days total for any one calendar year.

20.08 Negotiating Committee

Leave of absence without pay for collective bargaining will be granted to a maximum number of two (2) employees.

20.09 General Leave of Absence

If circumstances permit, the Employer may grant leave of absence with or without pay for a justifiable reason. Any leave of absence shall be applied for in writing and shall specify the reason for requesting the leave. Any employee taking employment elsewhere during the period of leave of absence without the written consent of the Employer shall be subject to discipline or discharge at the option of the Employer,

20.10 An employee on a paid leave of absence under this Agreement shall continue to accrue vacation credits and other benefits.

20.11 Except in the case of leaves of absence provided for in Articles 20.03 to 20.07 inclusive, an employee on other leaves of absence without pay shall maintain benefits accumulated prior to taking unpaid leave, but shall not accrue further vacation or other service benefits.

ARTICLE 21 - PAY ON DAY OF INIURY

21.01 An employee injured while on duty and having to leave his/her job because of injury received at work shall receive his/her regular day's pay provided he/she reports for medical treatment to the local hospital and returns to work immediately following treatment or at a time designated by the attending physician. If requested by the Employer, the employee shall provide a medical certificate completed by a duly authorized medical practitioner in order to be eligible for pay under this Article.

ARTICLE 22 - NOTICE OF TERMINATION AND PERMANENT LAY-OFF

22.01 An employee with 90 days or more continuous service whose employment is terminated or who is permanently laid off, at any time, for reasons other than just cause, shall receive fourteen (14) calendar days written notice or salary in lieu thereof. It is understood and agreed that the two (2) weeks written notice or salary in lieu thereof referred to above only applies when the Employer makes a final determination that any termination or lay-off is permanent in nature. Therefore, when the Employer lays off an employee, in the normal course, due to lack of work and at the time of such lay-off a recall date is not known, then notice or salary in lieu thereof need not be given until such time as the Employer determines permanency of the lay-off or until recall rights are forfeited under Article 13.04(d), whichever is the earlier.

ARTICLE 23 - JOB POSTINGS

23.01 Where a permanent vacancy occurs or a new position is created within the bargaining unit, the Employer shall post such vacancy or new position for a period of five (5) working days in order to enable employees currently in the employ of the Employer to apply for the position. The job vacancy notice shall set forth classification for the position, rate of pay, a brief description of job duties, qualifications required, primary work station (if applicable) and tentative start date. Employees will be required to apply in writing prior to the expiry date indicated on the job vacancy notice for any posted job for which they wish to be considered. Vacancies or new positions occurring in the Elevator Worker I classification set forth in Schedule "A" shall not be subject to the provision of this Article.

23.02 The Employer may fill the job on a temporary basis during the period of posting.

23.03 There shall only be one posting in respect of each vacancy or new job.

23.04 Nothing contained herein shall restrict the Employer from advertising for a position outside of the bargaining unit or from considering applications for a position received from persons outside of the bargaining unit.

23.05 It shall be the policy of the Employer that in filling vacancies or new positions present members of the staff who submit applications will be given first consideration. Where, in the opinion of the Employer, which shall not be exercised in an arbitrary or discriminatory manner, the qualifications, skill and reliability of any of the competing applicants are equal, then the applicant with the greatest length of service with the Employer shall be entitled to preference.

23.06 An employee who is promoted to a higher classification shall be allowed a sixty (60) working day trial period during which time the Employer shall determine the employee's suitability for the position. Within this period, the Employer may return the employee to the position formerly occupied by the employee in the event the employee proves unsuitable.

ARTICLE 24 - NEW CLASSIFICATIONS

24.01 The Employer shall notify the Union of any new classifications being introduced into the bargaining unit. The Employer shall advise the Union of the essential duties of the new classification and the wage rate proposed to be paid for the new classification. If the Union disagrees with the wage rate proposed by the Employer then it shall notify the Employer in writing to this effect, following which the parties shall negotiate with a view to settling the wage rate for the classification. The Employer shall be entitled to place employees in the new classification at the wage rate established by the Employer, provided that any person placed in the new classification shall be advised that the final wage rate is subject to continuing negotiations between the Employer and the Union.

ARTICLE 25 - EMPLOYEE APPRAISALS

25.01 Upon the written request of an employee, the Employer shall furnish the employee with a copy of his/her regular written performance evaluation when completed.

ARTICLE 26 - WELFARE BENEFITS

26.01 For the duration of this Agreement, the Employer shall maintain, in their present form or in no less beneficial form, the benefits contained in its Dental Plan, Sick Leave Plan, Extended Health Benefits Plan, Pension Plan, Short and Long Term Disability Plan and Life Insurance Plan for all eligible employees as defined in said Plans. The Employer shall recognize all of the sick leave credits (to a maximum of 960 hours).

26.02 Sick leave

Paid Sick Leave shall be accumulated at the rate of ten (10) hours per month to a maximum of 960 hours or 120 days.

The Company will improve the Employee Benefits referred to in Article 26.01 by providing Short Term to Long Term Sick Leave bridging protections, in that the Company will provide for cost coverage for the two (2) week waiting period under the plan. This will only come into effect in cases where individuals do not have sufficient sick leave days accumulated to reach the Long Term Disability (LTD) days' requirement.

26.03 The Welfare Benefits referred to in Article 26.01 above, shall provide the following:

- (a) Group Life Insurance -employee coverage will be determined on the basis of two (2) times the employee's annual wage to a maximum coverage of \$200,000.;
- (b) Accidental Death and Dismemberment Insurance - employee coverage will be equal to group life insurance coverage to a maximum of \$200,000.;
- (c) Dependent Life Insurance -employee's spouse - \$2,000.; employee's children - \$1,000. per child.
- (d) Optional Employee Life insurance - as elected.
- (e) Long Term Disability Plan - benefits will be based on **67** per cent of the employee's wage to a maximum benefit of **\$6,000** per month.
- (f) Extended Health Care Plan - 100 per cent of covered expenses, no deductible.
- (g) Dental Plan - 100 per cent coverage of routine procedures; **60** per cent coverage of major procedures; 35 per cent coverage of orthodontic procedures to a maximum of \$2,000.00.

The full premium cost of the foregoing benefits will be paid by the Employer.

26.04 Pension Contributions

The Union and Employer agree that if an employee so chooses he/she may continue contributions to the Company Pension Plan during periods of layoff, other than permanent layoff, so as to maintain contributory pension service.

ARTICLE 27 - GENDER

27.01 In this Agreement, where the masculine gender is used, it shall include females unless otherwise specifically stated in the context of this Agreement.

ARTICLE 28 - DURATION OF AGREEMENT

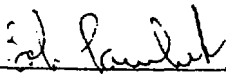
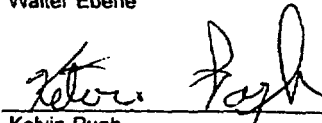
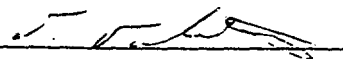
28.01 This Agreement shall come into effect on January 1, 1997 and shall remain in effect until December 31, 1999.

28.02 A party wishing to revise or terminate this Agreement shall notify the other party in writing not less than sixty (60) days and not more than ninety (90) days prior to the expiry date hereof and on delivery of such notice the parties shall, within ten (10) days or such later time as may be mutually agreed, commence negotiations. During the period of such negotiations this Agreement shall remain in full force and effect. if notice is not given as above set forth, this Agreement shall automatically be renewed from year to year thereafter unless notice is given in accordance with this Article.

This Agreement signed on behalf of the Employer and the Union the day and year first written above.

AGPRO GRAIN INC.

GRAIN SERVICES UNION (ILWU-Canadian Area)


Walter Eberle
Kelvin Pugh

Schedule A - Wages and Structure

CLASSIFICATION CLASSIFICATION	HOURLY WAGE RATES				
	Old Rate Structure	New Rate Structure	Year 1	Year 2	Year 3
	1996	1997	2% Effective Jan 1/97	2% Effective Jan 1/98	2% Effective Jan 1/99
Elevator Worker I					
Start to 3 months	\$8.00	\$8.00	\$8.16	\$8.32	\$8.49
3 months to 6 months (old)	10.50		10.71	10.92	11.14
3 months to 6 months (new)		9.00	9.18	9.37	9.56
6 months to 12 months (old)	11.55		11.78	12.02	12.26
6 months to 12 months (new)		10.50	10.71	10.92	11.14
12 months to 24 months (old)	12.60		12.85	13.11	13.37
12 months to 24 months (new)		11.55	11.78	12.02	12.26
Over 24 months		12.60	12.85	13.11	13.37
Elevator Worker II					
Start to 3 months		13.10	13.36	13.63	13.90
3 months to 18 months		13.60	13.87	14.15	14.43
18 months and over		14.50	14.79	15.09	15.39
(Leadhand posted positions one (1) position per shift, per work area. i.e., Pelleting, Elevator Operator, Maintenance)					

NOTE Presently there are five (5) Elevator Worker II positions. Movement from Elevator Worker I to II must result in a wage increase.

- * Present Elevator Worker I will progress through on the old rate structure
- ** New hires Elevator Worker I will progress through on the new rate structure

The Company will set out an employee list with the start date and anniversary date.

May 21/97

As requested by the Grain Services Union, following are the rates, positions, and start dates for the in-scope employees of AgPro Grain Inc. 454 Archibald Street, Winnipeg. Employees listed are in the employ of AgPro Grain Inc. as of above mentioned date.

Chris Fleury: *amended

<u>Date:</u>	<u>Rate From:</u>	<u>Rate To:</u>	<u>Position From:</u>	<u>Position To:</u>	<u>Comments:</u>
December 05/94	9.00/hr		Elevator I		Hired
March 05/95	9.00/hr	10.50/hr			
June 05/95	10.50/hr	11.55/hr			
December 03/95	11.55/hr	12.60/hr			
March 01/96*	12.60/hr	13.60/hr	Elevator I	Elevator II	
January 01/97	13.60/hr	13.87/hr			Contract Signed Rate Adjustment

Neal Elady:

<u>Date:</u>	<u>Rate From:</u>	<u>Rate To:</u>	<u>Position From:</u>	<u>Position To:</u>	<u>Comments:</u>
October 18/96	8.00/hr		Elevator I		Hired
January 20/97	8.00/hr	10.50/hr			
January 01/97	10.50/hr	10.71/hr			Contract Signed Rate Adjustment

Ryan Lemoine:

<u>Date:</u>	<u>Rate From:</u>	<u>Rate To:</u>	<u>Position From:</u>	<u>Position To:</u>	<u>Comments:</u>
March 01/94	9.00/hr		Elevator I		Hired
May 06/94	9.00/hr				Laid Off
June 20/94	9.00/hr				Re-Hue
July 11/94	9.00/hr	10.00/hr			
October 10/94	10.00/hr	11.00/hr			
January 01/95	11.00/hr	11.55/hr			Contract Signed Rate Adjustment
February 27/95	11.55/hr	12.60/hr	Elevator I	Elevator II	
February 26/96	12.60/hr	13.60/hr			
January 01/97	13.60/hr	14.79/hr			Contract Signed Rate Adjustment

Kelvin Pugh:

<u>Date:</u>	<u>Rate From:</u>	<u>Rate To:</u>	<u>Position From:</u>	<u>Position To:</u>	<u>Comments:</u>
July 25/94	9.00/hr				Hired
October 25/94	9.00/hr	10.00/hr			
January 01/95	10.00/hr	10.50/hr			Contract Signed
January 25/95	10.50/hr	11.55/hr			Rate Adjustment
February 27/95	11.00/hr	12.60/hr	Elevator I	Elevator II	
February 26/96	12.60/hr	13.60/hr			

January 01/97	13.60/hr	14.79/hr			Contract Signed Rate Adjustment
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Todd Zdebiak:

<u>Date:</u>	<u>Rate From:</u>	<u>Rate To:</u>	<u>Position From:</u>	<u>Position To:</u>	<u>Comments:</u>
January 20/97	8.00/hr	8.16/hr	Elevator I		Hired
January 20/97	8.00/hr	8.16/hr			Contract Signed Rate Adjustment
April 21/97	8.16/hr	10.71/hr			

Chris Voth:

<u>Date:</u>	<u>Rate From:</u>	<u>Rate To:</u>	<u>Position From:</u>	<u>Position To:</u>	<u>Comments:</u>
December 05/95	8.00/hr	8.16/hr	Elevator I		Hired
January 01/97	8.00/hr	8.16/hr			Contract Signed Rate Adjustment
March 10/97	8.16/hr	10.79/hr			

Tyler Steason:

<u>Date:</u>	<u>Rate From:</u>	<u>Rate To:</u>	<u>Position From:</u>	<u>Position To:</u>	<u>Comments:</u>
January 01/97	8.00/hr	8.16/hr	Elevator I		Transferred from Non Union Plant
January 01/97	8.00/hr	8.16/hr			Contract Signed Rate Adjustment
April 06/97	8.16/hr	10.79/hr			

Kevin Jonasson:

<u>Date:</u>	<u>Rate From:</u>	<u>Rate To:</u>	<u>Position From:</u>	<u>Position To:</u>	<u>Comments:</u>
August 01/94	9.00/hr	10.00/hr	Elevator I		Transferred from other Plant
September 12/94	9.00/hr	11.00/hr			
December 12/94	10.00/hr	11.00/hr			
January 01/95	11.00/hr	11.55/hr			Contract Signed Rate Adjustment
June 12/95	11.55/hr	12.60/hr			
March 04/96	12.60/hr	13.60/hr	Elevator I	Elevator U	
January 01/97	13.60/hr	15.87/hr			Contract Signed Rate Adjustment

Kevin Porteous:

<u>Date:</u>	<u>Rate From:</u>	<u>Rate To:</u>	<u>Position From:</u>	<u>Position To:</u>	<u>Comments:</u>
March 18/96	8.00/hr	10.50/hr	Elevator I		Hired
June 30/96	8.00/hr	10.50/hr			
September 18/96	10.50/hr	11.55/hr			

January 01/97	11.55/hr	11.78/hr			Contract Signed
March 23/97	11.78/hr	12.85/hr			Rate Adjustment

David Harris:

<u>Date:</u>	<u>Rate From:</u>	<u>Rate To:</u>	<u>Position From:</u>	<u>Position To:</u>	<u>Comments</u>
June 19/94	11.00/hr		Elevator I		Transferred from other Plant
October 28/94	11.00/hr	12.00/hr			
January 01/95	12.00/hr	12.60/hr			Contract Signed
February 06/95					Rate Adjustment
July 31/95					Injured, off work
January 01/97	12.60/hr	12.85/hr			Return to work Contract Signed Rate Adjustment

Lubomir Grzeszczuk:

<u>Date:</u>	<u>Rate From:</u>		<u>Position From:</u>	<u>Position To:</u>	<u>Comments</u>
July 09/93	8.50/hr				
November 01/93	8.50/hr	9.00/hr	Elevator I		
January 01/94	9.00/hr	10.00/hr			
April 11/94	10.00/hr	11.00/hr			
October 10/94	11.00/hr	12.00/hr			
January 01/95	12.00/hr	12.60/hr			Contract Signed
February 22/96	12.60/hr	13.60/hr	Elevator I	Elevator II	Rate Adjustment
January 01/97	13.60/hr	14.79/hr			Contract Signed Rate Adjustment

If there are any questions regarding this information, please contact me at 1-204-237-0012.

Sincerely,

Phyllis Cronc
AgPro Grain Inc.

APPENDIX I

LETTER OF UNDERSTANDING

between

AGPRO GRAIN INC.

and

GRAIN SERVICES UNION (ILWU - CANADIAN AREA)

A. Work Clothing

The Employer will provide each employee with three (3) pairs of coveralls per year and a Company-paid cleaning service for said Coveralls.

B. Clothing/Footwear

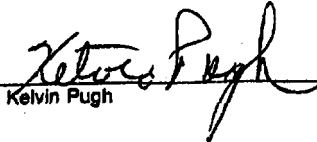
The Employer will pay to each employee (effective January 1, 1997) a clothing/footwear allowance of ~~seventy-five dollars (\$75.00)~~ paid annually. Further, the Employer will provide employees with work gloves, as required.

AGPRO GRAIN INC.

GRAIN SERVICES UNION (ILWU-Canadian Area)



Walter Eberle



Kelvin Pugh