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THIS AGREEMENT, made this 16th day of March, 1999, between ADM AGRI-INDUSTRIES, LTD., hereinafter called the "Company," and NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CANADA), LOCAL 195, hereinafter called the "Union."

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

ARTICLE 1                    RECOGNITION

Section 1.01                Recognition

The Company recognizes the Union as the exclusive bargaining agent for all employees in Windsor, Ontario, save and except supervisors, employees above the rank of supervisors, scheduling, administrative and office staff, sales, technical and engineering staff, draftsman, security guards, students and those working 24 hours or less per week.

Section 1.02                Union Membership

1.02

It shall be a condition of employment that any employee covered by this Agreement shall become a member of the Union and maintain such membership. For the purpose of this Agreement employees shall be deemed members of the Union in good standing so long as they continue to pay their regular monthly Union dues as provided hereunder.

Section 1.03                Checkoff

1.03

A - Upon hiring or transfer to the bargaining unit, employees shall sign an authorization form for deduction of initiation fees, monthly dues and special assessments. The Company will deduct monthly from the earnings of each employee who is required to be a member of the Union, the Union monthly dues, the initiation fees owing, if any, and any special levies or assessments levied under the Constitution and Bylaws of the Union. At the end of each calendar month and prior to the 10th of the following month, the Company shall remit by cheque to the Financial Secretary of the Local Union the total of the deductions made together with a list of names, addresses and SIN numbers of those for whom the deductions have been made.

B - The Union will inform the Company of the amounts to be deducted from the wages of the employees. The Union agrees to save the Company from all and any claims which may arise as a result of deduction and payments resulting from this Section. Annual Union dues payments will be reported on the employee's T4 slip.

Section 1 04                      Notifications to Union

The Company will forward to the Union the names, addresses, postal codes and S I N numbers of all employees covered by the collective Agreement and will forward any changes of addresses upon receiving a change from the employee

ARTICLE II                      MANAGEMENT RIGHTS

Section 2 01                      Management Rights

A - The Company retains any and all management rights not expressly limited by the specific terms of this collective Agreement. Among these rights, but not intended as a wholly inclusive list shall be the right to manage the plant and direct the workforce; to plan, direct and control plant operations; to determine the means, methods, Processes and schedules of production; to determine the products to be manufactured or processed, and the plant or facility at which they are to be manufactured or processed; to determine the location of its plants and the continuance of its operating departments; to transfer work temporarily or permanently between plants; to temporarily or permanently close the plant or any portion thereof during the term of the collective Agreement; to promote, demote or transfer employees from one job to another; to decide on "make" or "buy" decisions; to determine the number of personnel needed, to determine schedules, shift assignments, and hours of work including overtime. to determine the number of shifts. to demote, discipline, suspend or discharge employees for just cause, to maintain order, to hire, rehire, or recall employees. to lay off or relieve employees from duty because of lack of work or any other legitimate reason, to make and enforce reasonable plant rules and regulations; to make and enforce safety rules, to assign employees to work and designate the duties of the employees. to change, modify, eliminate or reassign job duties; to set the wage rates for newly created jobs. to contract work out or in, including maintenance and construction work, or to have such work performed by other Company personnel, to use contract labourers, and to make any decisions or changes which in the opinion of management the efficient operation of the plant requires

B - The Company agrees that it will not exercise its functions in a manner inconsistent with the specific provisions of this Agreement, and an alleged violation thereof shall be subject to the grievance procedure. It is understood that the express provisions of this Agreement constitute the only limitations upon the Company's rights

ARTICLE III                      GRIEVANCE AND ARBITRATION PROCEDURE

Section 3 01                      Grievance Procedure

A grievance is defined to be any controversy between the Company and an employee or the Union involving the interpretation, application, or violation of the specific provisions of this Agreement. A grievance shall be reduced to writing and presented to the Company within 7 calendar days after the date on which the facts giving rise to the alleged grievance first occurred. In the case of a grievance concerning disciplinary action, the grievance must be filed within 7 calendar days after the employee received written notice of the disciplinary action. No grievance shall be considered which is not filed within the 7

calendar day filing requirement. Grievances will be processed promptly using the following procedure:

Step 1

Between the aggrieved employee and the employee's immediate supervisor accompanied, if the employee desires, by the Union Steward. If the employee chooses for the Union to not be present at the meeting, the Union Steward shall be notified of this fact.

Note: A policy grievance filed by the Union chairperson involving the application interpretation or violation of any of the specific provisions of this Agreement may bypass Step 1 and proceed to Step 2.

Step 2

Between the Union Committee Involved (such Committee shall not exceed 3 in number) and the Plant Manager and/or his representative(s). The Plant Manager or his representative will give a written decision to the Union within 7 calendar days of the Step 2 meeting. The Union must notify the Plant Manager in writing within 15 days following receipt of the answer of their desire to advance the grievance to Step 3.

Step 3

Between the Union Committee and the National Union representative and/or the President of the Local Union, if available, and a representative(s) of the President of the Company. Such 3rd Step meeting will be held within 30 calendar days following written notification to the Plant Manager, or his representative, that the Union wishes to proceed from Step 2 to Step 3, or at another time mutually agreed to by the parties. The Company representative will give the Union the Company's written decision within 21 calendar days following the Step 3 meeting.

Section 3.02

Procedure For Discharges or Suspensions Over 5 Days

An employee discharged or suspended over 5 days may present a grievance in writing through the Committee Chairperson to management at Step 2 of the grievance procedure, provided such grievance is presented to management within 7 calendar days of the discharge or suspension.

Section 3.03

Arbitration Procedure

If the grievance is not resolved at Step 3 of the grievance procedure, it may then be submitted to arbitration, provided the Union notifies the Company in writing of its intention to arbitrate. Such notice must be made within 60 calendar days after receipt of the Company's Step 3 written answer, and the arbitration shall be scheduled within 90 days after such notice is received or the grievance will be waived. Grievances referred to arbitration will be submitted to a single arbitrator from the following list:

- 1 Professor E E Palmer, Q C
- 2 Mr H D Brown
- 3 Professor W Rayner
- 4 Mr M Watters
- 5 Professor G J Brandt

The Arbitrators shall be designated in the above numerical order and shall sit in rotation. When an Arbitrator is not available within 60 calendar days or any other time limit mutually agreed upon between the parties, he will be bypassed in favor of the next Arbitrator in numerical order. The list of Arbitrators shall remain in effect for the duration of this Agreement. Except if an Arbitrator withdraws his name from the list, the parties may appoint a replacement by agreement. The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employees.

Section 3.04                      Jurisdiction of the Arbitrator

The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision not consistent with the terms and provisions of this Agreement or to deal with any matter not covered by this Agreement. However, the Arbitrator shall have the authority to modify or set aside any penalty imposed by the Company relating to the grievance then before him.

Section 3.05                      Expenses

Each party shall bear the expense of its own representatives at the arbitration hearing and the cost of the Arbitrator shall be borne equally by the Company and the Union.

Section 3.06                      Time Limits

Time limits as set forth in this Article may be extended by mutual agreement between the parties. If any Company representative fails to answer within the time limits, the grievance will be considered as being automatically progressed to the next step.

Section 3.07                      Discipline

A - Employees have the right to have a Union Representative (provided the Representative is at work on that shift) in attendance at a meeting called by management in which the employee could receive discipline that is to be recorded in the employee's file or in the Company's records.

B - The Company will provide the Union and the employee with written confirmation of any discipline that is to be recorded in the employee's file or in the Company's records.



ARTICLE IV SENIORITY

Section 4.01 Definition of Seniority

Seniority shall be defined as the length of continuous service of a permanent employee employed by the Company within the bargaining unit described in Section 1.01 - Recognition. An employee's Company seniority date shall be determined in accordance with Section 4.02 - Probationary Period.

Section 4.02 Probationary Period

An employee shall be regarded as a probationary employee until he has completed 90 calendar days within the bargaining unit, within a one year period. He shall not have seniority standing until the completion of this period. The discharge of a probationary employee shall not be subject to the grievance and arbitration procedure of this Agreement. Upon completion of the probationary period, the employee's name shall appear on the Company's seniority list as of his first date of work with the Company.

Section 4.03 Seniority List

The Company will maintain a seniority list which shall be updated every 6 months with 4 copies given to the Union Committee.

Section 4.04 Filling Permanent Vacancies

Posting and Qualifications - Permanent vacancies in existing or newly created job classifications which the Company determines are necessary to All will be filled by posting for bid for 7 working days within the department where the vacancy exists. The employees in the department where the vacancy exists shall have the right to bid on the vacancy, and such vacancy shall be filled on the basis of plant seniority provided that the employee is capable of learning and satisfactorily performing the work.

10.1.1

Note 1: All job classifications will be posted for bid, except for Maintenance classifications, Quality Control Technician, Labourer-Utility and Leadperson.

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

Note 3: Vacancies created and filled by the termination of an employee will be reversed if the terminated employee is returned to work through the grievance procedure.

Section 4 05      Trial Period

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

Section 4 06      Filling Temporary Vacancies

To provide for flexible and efficient operations, temporary vacancies which the Company determines are necessary to fill may be filled with any employee. If the Company determines the vacancy is to be filled by a seniority bid, it will be filled by bids from the Labourer-Utility classification only.

Section 4 07      Maintenance Classifications - Entry & Training

A - Entry into the Maintenance Job classifications will be either by assignment, provided the employee is agreeable to such assignment, or by hiring from outside. The following criteria, among others, may be used in the selection of Maintenance personnel.

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

← ? B

B - Employees in Maintenance Training Grades 1 through 3 must advance through the 3 training grades into the Skilled Trade A classification or be disqualified. Time spent in each training grade will be approximately as follows:

- Training Grade 3 -- 24 months
- Training Grade 2 -- 18 months
- Training Grade 1 -- 6 months

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

7.0

C - An employee in training will be required to take formal trade school courses applicable to the plant maintenance work. Such courses must be approved by management prior to enrollment. The Company will pay for tuition, books and supplies but not for time spent at such course.

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

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

Section 4.08                      Entry Into the Quality Control Technician Classification

Entry into the Quality Control Technician job classification will be either by Company assignment, provided the employee is agreeable to such assignment, or by hiring from outside. The Company will post a notice when a Quality Control Technician vacancy is to be filled and an employee interested in being considered for such position may indicate so by signing the notice. Qualified employees in the Production Department will be given preference over a new hire.

Section 4.09                      Temporarily or Permanently Discontinued Jobs

A - If a classified job is temporarily discontinued, the employee having the least plant seniority in the affected job classification will (subject to the employee's seniority being sufficient and his capability of learning and satisfactorily performing the work) transfer to the first available work in the following sequence (employee may not pick and choose within the sequence): (1) be transferred by the Company to any vacant job classification which has not been filled by permanent bid (or permanent assignment), (2) bump into the Labourer-Utility job classification, (3) bump the least senior employee in the Production Worker classification, either Extraction or Refinery, (4) bump the least senior employee in the Operator job classification.

10.0  
11.0

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

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

Section Note 2: Production Department employees may not bump into the Maintenance Department or Quality Control Technician job classification. Employees in the Maintenance Department or Quality Control Technician classification who have previous production experience at the plant whose jobs are permanently or temporarily

discontinued may bump into the Labourer Utility job classification if his seniority is sufficient and he is capable of learning and satisfactorily performing the work

Section Note 3 When temporarily discontinued jobs are re established, employees will return to their regular bid jobs to the extent possible. Temporarily discontinued jobs will be permanently discontinued if, at any time, the Company has definite knowledge that the discontinuance will be permanent. In any event, temporarily discontinued jobs will be considered permanently discontinued after 12 consecutive months of temporary discontinuance

Section 4 10                      Disqualifications

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

Section 4 11                      Layoffs and Recalls

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

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

Note 1 Employees in the Quality Control Technician classifications and employees in the Maintenance Department may not be bumped and may be retained or recalled out of seniority order to work in their classification. An employee with sufficient seniority to remain in the workforce, will remain on his regular job, if it is operating. The provisions of this Note shall not be interpreted to restrict in any way the provision of Section 6 01 - Notes Applicable to Job Classifications

Note 2 The Plant Chairperson, Vice-Chairperson and Secretary-Treasurer so designated by the Union in writing shall, in the event of a layoff have top seniority in the plant

Section 4 12                      Loss of Seniority

An employee will lose his seniority rights and employment, and his name shall be removed from the Company seniority list for any of the following reasons. The employee

- 1            Voluntarily quits his employment or retires
- 2            Is discharged and is not reinstated pursuant to the provisions of Article III - Grievance and Arbitration Procedure

3. Is laid off and fails to notify the Company within 48 hours after being notified to return to work by registered mail forwarded by the Company to his last listed address on the records of the Company that he will return within 7 calendar days or, having given notice, fails to report for work within 7 calendar days. It shall be the duty of the employees to notify the Company promptly in writing of any change in address or telephone number. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee and any notice sent by the Company by registered mail to the last address which appears on the Company's personnel records shall be deemed to have been received by the employee on the 2nd working day after the day it was mailed.
4. Has been on layoff or off work for any other reason for a period of 24 consecutive months subject to the provisions of applicable law of the Province of Ontario. This provision shall not apply to leaves of absence for full-time Union positions.
5. Fails to return to work promptly after the expiration of any leave of absence granted to him without furnishing a reasonable explanation.
6. Either falsifies the reason for a leave of absence, or fails to abide by the terms of the leave, or works at other employment during the leave.
7. Is absent from work for 3 consecutive days without good cause or fails to notify the Company of his absence.

Section 4.13                      Transfers Outside Bargaining Unit

An employee transferred to a position outside of the bargaining unit shall not accumulate seniority during such period of employment outside the bargaining unit. Such employee will, however, be entitled to retain his original seniority (less time spent outside the bargaining unit) in the event of transfer back into the bargaining unit within 6 months immediately following transfer to the outside position. An employee transferring back to the bargaining unit will be transferred to the Labourer-Utility job classification.

ARTICLE V                      HOURS OF WORK AND OVERTIME

Section 5.01                      Intent and No Pyramiding

This Article is intended to set forth the normal hours of work and to provide a basis for computing overtime and premium pay. and shall not be construed as a guarantee or limitation on overtime hours or on hours of work per day or per week, nor shall anything in this Agreement be so construed as to permit the pyramiding or duplicating of overtime or premium payments. Hours for which overtime or premium payments are made shall not be used to compute overtime or premium pay for any other hours. Whenever more than one premium could be applied to the same hours, only the larger will be paid. For purposes of this Section, shift differentials are not considered as premium payments.

1. Employees will be scheduled to work 84 hours over a 2-week period. Shifts will rotate and for pay purposes, the workweek will run from Monday to Monday.
2. The 12-hour schedule is not applicable to the Maintenance Department or in operations scheduled on either a 5 and 2, or a 10 and 4 schedule.
3. An employee, as a result of being on a 12-hour schedule, shall not receive a benefit level greater than the benefit level of an employee on an 8-hour schedule, unless specifically provided.
4. When a rotating 4-shift, 12-hour schedule is in effect, this Section 5 04 shall take precedent over any other Section of this collective Agreement to the contrary.

schedule:

The following provisions will apply to a rotating 4-shift, 12-hour

Section 5 04 Rotating 4-Shift, 12-Hour Schedule

D - An employee who reports for work and is sent home through no fault of his own because of a schedule change will receive 2 hours' pay at his regular rate.

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

B - The Company may vary or change the number of hours scheduled, the number of shifts scheduled, the manpower requirements of the various shifts and the scheduling of workdays and hours for business reasons or efficient plant operations. This includes determination as to whether operations are scheduled in a continuous or non-continuous manner. Any area of the plant or portion of the employees may be scheduled in more than one way.

A - The Company may vary schedules, starting times and quitting times for different areas or operations of the plant or for individual employees. In general, when overtime is not required, employees may be scheduled, at the Company's option, on either an 8 1/2 hour or 12 1/2 hour shift including a 1/2 hour unpaid meal period, or on an 8-hour or 12-hour shift with a paid meal period on the run.

Section 5 03 Starting Times, Shifts and Schedules

The workday is a 24 hour period running from 7 AM one day to 7 AM the following day. The workweek begins at 7 AM Monday and ends at 7 AM the following Monday. The workday and workweek may be different for some individuals, departments or shifts in the interest of efficient or less costly plant operations.

Section 5 02 Workday and Workweek

Note The 12-hour shift will run for the duration of the collective Agreement. The Company maintains the right to reschedule all or any part of the plant when business reasons do not allow for continuous shift operations.

Section 5.05 Daily and Weekly Overtime Pay (8-Hour Schedule)

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

Note: This Section does not apply to employees working on a rotating 4-shift, 12-hour schedule.

Section 5.06 Daily and Weekly Overtime Pay (12-Hour Schedule)

All time worked by an employee over 12 straight time hours in any one day (on a 12-hour shift) or over the scheduled 36 or 48 straight time hours in any one workweek will be paid for at the rate of 1 1/2 times.

Note: The week of the 48-hour schedule, 1 1/2 times will be paid after 44 hours straight time hours of scheduled work.

Section 5.07 Call-In Pay Minimum

A - An employee who is called in for emergency or overtime work on his scheduled day off or called back after he has finished his shift and left the plant and premises, will be paid at the applicable hourly rate for such unscheduled hours worked or 6 hours' pay at his straight time hourly rate, whichever is greater. An employee called back or called in to start in advance of his regular starting time and who continues to work on into his scheduled shift, shall not qualify for the 6-hour guarantee provided for in this Section.

B - An employee called in to perform work on a holiday which was a normally scheduled day off will receive 2 times their regular hourly rate for all hours worked on the holiday.

Section 5.08 Second Scheduled Day OH Premium (8-Hour Schedule)

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

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

Section 5.09

Second Scheduled Day Off Premium (12-Hour Schedule)

An employee shall be paid 2 times his regular rate of pay for work performed on his last scheduled day off in the workweek, provided he has actually worked his scheduled 36 or 48 straight lime hours in the workweek

Section 5.10

Distribution Of Overtime (8-Hour Schedule)

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

Note 1: The term man-on-the-job means the employee who is actually performing a specific job (within a job classification) on the off-going shift.

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

Note 3: If overtime (including call-ins) is misassigned, an employee so affected shall have the opportunity to make up such missed overtime as soon as is practical within a 30-calendar-day period at any time mutually agreeable between the Company and the employee.

Note 4: Maintenance call-ins and weekend overtime will be on an equal distribution concept subject to skill and ability.

Section 5.11

Distribution of Overtime/Call-Ins (12-Hour Schedule)

When the Company determines that an unscheduled vacancy cannot be filled by straight lime, the following procedure will be followed

- 1 To a qualified, available employee who works in the group where the vacancy occurs
- 2 To any other qualified and available employee

Note 1 Employees who work the shift preceding the shift where the vacancy occurs are not considered available

Note 2: Employees will be called by seniority order on a rotating basis within the group where the vacancy occurs

Note 3: Qualifications of employees are determined by the Company



Section 5.12            Job Coverage

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

B - Employees must stay until released when assigned to jobs which are necessary to complete from an emergency breakdown standpoint. Maintenance employees who do not regularly accept emergency call-in or call-back work may be disqualified from the Maintenance Department.

Section 5.13            Scheduled and Emergency Overtime

The Company may schedule any employee working a 12-hour schedule for an extra scheduled 12-hour shift in any workweek. Such employee shall, in addition, be responsible for emergency job coverage up to 4 hours in any one workweek.

ARTICLE VI            JOB CLASSIFICATIONS AND RATES OF PAY

Section 6.01            Job Classifications and Rates of Pay

The following hourly rates will apply during the term of this Agreement:

<u>Job Classification</u>	<u>Hourly Rates Effective</u>		
	<u>11-1-98</u>	<u>11-1-99</u>	<u>11-1-00</u>
<u>PRODUCTION DEPARTMENT</u>			
Extraction Operator	\$21 90	\$22 34	\$22.79
Refinery Operator	21 90	22 34	22 79
Extraction Production Worker	20 40	20 81	21 23
Refinery Production Worker	20 40	20 81	21 23
Labourer-Utility	15.74	16 06	16 38
<u>MAINTENANCE DEPARTMENT</u>			
Engineer 2nd Class	24 09	24 57	25 06
Shilled Trades A (certificate required)	24 09	24 57	25 06
Shilled Trades Training Grade 3	22 42	22 87	23 33
Grade 2	21 13	21 55	21 98
Grade 1	19 a2	20 22	20 62
<u>LABORATORY DEPARTMENT</u>			
Quality Control Technician	20 56	20 97	21 39

NOTES APPLICABLE TO JOB CLASSIFICATIONS

1. Employees in any job classification will perform any jobs or duties to which they may be assigned. Each 'job classification' may include a wide variety of different jobs, tasks and duties, some of which may cross job classification and/or department lines. Maintenance, housekeeping and lubrication duties may be required of any employee. Employees who either perform maintenance duties or assist in performing maintenance duties will be paid at the rate of their own regular job classification or the rate of the job they are currently working, whichever is lower. The Company shall have no obligation under this labour Agreement to establish a light duty job or classification.
2. There are no minimum crew or job manning requirements. The Company has the sole right to determine the number of employees in any job classification as well as the right to determine crew size in the plant or any portion thereof. Classified jobs may be filled, vacated or permanently discontinued at the Company's discretion.
3. The Labourer-Utility Job classification is a non-bid, non-fixed shift job classification without job preference of any kind.
4. An employee who holds a permanent job classification which is higher rated than the Labourer-Utility Job classification, and who transfers to the Labourer-Utility job classification under the provisions of Section 4.09 - Temporarily or Permanently Discontinued Jobs, shall receive a Labourer-Utility rate which is \$1.50 above the rate for Labourer-Utility.
5. If employees within the bargaining unit do not possess the necessary skills to fill a vacancy, the Company may fill such vacancy by hiring from outside.

Section 6.02                      Leadperson

Leadperson positions may be established and filled by the Company by the assignment of any employee who in the Company's opinion, is qualified to fill such a position, and who is willing to accept such assignment. Employees in Leadperson positions may be used to replace regular supervisors who are temporarily absent or they may be used on a permanent or temporary basis to perform lead duties in any area. They will not be responsible for administering discipline. Leadperson employees are required to perform regular duties in addition to their lead duties. Leadperson positions may run for indefinite periods of time and may be filled or vacated at the Company's discretion. The rate of pay of a Leadperson will be \$1.50 over the highest rate supervised.

Section 6.03                      Shift Differentials

A - Non-Rotating 2nd or 3rd Shifts - A shift differential is paid in addition to an employee's regular straight time hourly rate if he is scheduled and working on either the 2nd or 3rd shift. The 2nd shift differential is 45¢ per hour. The 3rd shift differential is 45¢ per hour.

Note 1A If an employee is scheduled on a 2nd or 3rd shift and is involved in a continuous work period requiring him to work on more than one shift, then the shift on

which he has been scheduled establishes the shift differential, if any, for all hours worked during the continuous work period. An employee who is scheduled on the day or 1st shift does not qualify for shift differential pay even though his work assignment overlaps the 2nd or 3rd shifts. Shift differentials are not applicable to call-ins, all-backs unless such an assignment continues on into the employee's regularly scheduled 2nd or 3rd shift. If an employee is on a regular schedule which requires him to overlap 2 shifts, then the shift on which he is scheduled the greatest number of hours determines the shift differential, if any. Should he be scheduled an equal number of hours on 2 shifts, then the higher shift differential will apply.

**B - Rotating 1st and 2nd Shifts** - An employee who is scheduled and working on rotating shifts (1st and 2nd shifts) will be paid a uniform shift differential of 23¢ per hour for all hours worked regardless of the shift on which the hours were worked. No other shift differential will apply to such an employee.

**C - Rotating 1st, 2nd and 3rd Shifts** - An employee who is scheduled and working on rotating shifts (1st, 2nd and 3rd shifts) will be paid a uniform shift differential of 30¢ per hour for all hours worked regardless of the shift on which the hours were worked. No other shift differential will apply to such an employee.

**D** - An employee who is regularly scheduled to work Saturdays and Sundays at straight time will be paid a uniform shift differential of \$1.00 per hour for all hours worked regardless of the shift on which the hours were worked. No other shift differential will apply to such an employee.

**Section Note:** Shift differentials are not added to an employee's base rate for purposes of computing overtime, or for any unworked hours for which the employee is paid such as holidays, jury duty, and funeral leave.

#### Section 6.04                      Rules of Pay - Temporary Transfers

**A** - If an employee is temporarily transferred for Company convenience to a lower-rated job classification, he will continue to receive the rate of pay for his regular job classification for a period extending to the end of the week following 30 calendar days at which time he will be paid the rate of the lower paid job. If he exercises his seniority to transfer to a lower-rated job, he will receive the rate of the lower-rated classification.

**B** - If an employee is temporarily transferred by the Company to a higher-rated job classification, he will receive the higher rate of pay provided he works on the upgraded job for one hour or more. This provision applies when the employee is filling a temporary vacancy created by the absence of an employee from work. However, it does not apply to employees who may relieve for breaks or who may be supplementing the workforce performing various tasks or jobs performed by employees in other job classifications.

#### Section 6.05                      Permanent Transfers

**A** - An employee who is permanently transferred to a lower-rated job classification will receive the lower rate at the time he begins work in the lower-rated job. If he is permanently transferred to a higher-rated job classification, he will receive the rate of the higher-rated job after he has completed his training and trial period and can satisfactorily

perform the duties of the job with no more supervision than is required by other employees on the same job

B - An employee awarded a bid job but not assigned by the Company to begin work in his new job classification will, after 30 calendar days following the award, be paid the hourly rate of the awarded job or the hourly rate of the job classification he held immediately prior to being awarded the job, whichever is higher. Such rate will continue until the employee is assigned to the awarded job or the Company discontinues the job

Section 6.06                      Creation of New Job Classification

A - If the Company creates a new job classification, the Company will establish a rate for such classification and, if requested by the Union, shall alter no more than 120 days of job experience, negotiate with the Union a permanent rate for such classification

B - Such negotiated rate will be retroactive to the date that the job was established. If the negotiation of such rate reaches an impasse, there shall be no arbitration of such wage rate. In the event of such impasse, the rate negotiation will be deferred to the next regular negotiation of the contract and the provision of retroactivity shall be as provided in this Section

ARTICLE VII                      HOLIDAYS

Section 7.01                      Recognized Holidays

A - For the purpose of this Agreement, the following 12 days will be recognized as holidays during the calendar year

- |                                 |                                    |
|---------------------------------|------------------------------------|
| New Year's Day - Jan. 1         | Labour Day - 1st Mon in Sept.      |
| Good Friday                     | Thanksgiving Day - 2nd Mon. in Oct |
| Victoria Day                    | Remembrance Day - Nov. 11          |
| Dominion Day - July 1           | Christmas Day - Dec. 25            |
| Civic Holiday - 1st Mon. in Aug | Boxing Day - Dec. 26               |

B - Two additional days to be determined by the Company each calendar year in accordance with the requirements of the business. The dates of observance may vary by groups of employees.

Section 7.02                      Holidays Falling on Saturday or Sunday

If any of the recognized holidays in Section 7.01 - Recognized Holidays falls on Saturday, the Friday preceding or at the Company's option, the Monday following will be observed as the holiday. Such holidays falling on Sunday will be observed on the following Monday, and, where the Monday is also a holiday, the Tuesday following will be observed in place of Monday. Employees working on continuous shifts will observe the holiday on the calendar day of the holiday.

Section 7.03      Pay for Holidays Worked

A - When an employee works on the holiday, he shall receive  $1\frac{1}{2}$  times his straight time hourly rate for all hours worked plus 8 hours' holiday pay.

B - An employee scheduled and working on a rotating 4-shift, 12-hour schedule shall receive  $1\frac{1}{2}$  times his straight time hourly rate for all hours worked (up to a maximum of 12 hours) plus 12 hours' holiday pay.

Section 7.04      Pay for Holidays Not Worked

A - An employee who is not required to work on a recognized holiday will be paid holiday pay for that holiday equivalent to 8 or 12 hours at his regular straight time hourly rate, whichever is applicable, provided he meets all of the following requirements:

1. He has worked both his last scheduled workday before the holiday and his first scheduled workday after the holiday unless the employee's absence is specifically excused by the Plant Manager.
2. He has earned wages on at least 12 days during the 4 workweeks immediately preceding the recognized holiday.
3. He has completed his probationary period

Note 1A: Unworked holiday pay for which the employee is eligible will be offset by any other pay or other form of compensation which the employee may receive for the same day.

B - If an employee is scheduled to work on a holiday and fails to work as scheduled without reasonable cause, he will not qualify for holiday pay as provided in paragraph A of this Section.

Section 7.05      Holidays Considered as Time Worked

Only holidays for which the employee is eligible to receive holiday pay, and which fall on the employee's scheduled day of work, whether worked or not worked, will be considered as time worked for the purpose of computing overtime pay on a scheduled day "off" which the employee works

Section 7.06      Lieu Days

A - When the plant is operating on a 4-shift, 8- or 12-hour schedule, any employee scheduled to work on a holiday, and who works his full schedule on such holiday, will be eligible for a paid lieu day off. Lieu days are subject to the following provisions

1. The maximum number of lieu days is 4 per calendar year
2. Lieu day hours will conform to the employee's schedule (either 8 or 12)

3 The timing of a lieu day will be subject to management's approval

B - Lieu days must be taken in the calendar year in which they are earned

C - An employee may, at his option, take pay in lieu of time off for an earned lieu day. Such pay will be for either 8 or 12 straight time hours depending upon the employee's schedule. Pay for an earned lieu day may be taken at any time.

D - An employee working an 8-hour schedule on a holiday, who designates a lieu day for the holiday will be paid 1 1/2 times his straight time hourly rate for all work performed on the holiday.

ARTICLE VIII      VACATIONS

Section 8 01      Vacation Eligibility

A - To be eligible for a full vacation, an employee must have worked a minimum of 1500 hours in the previous calendar year. Time lost from an employee's regular schedule because the employee is on vacation or because of the occurrence of an unworked holiday shall count as hours worked in computing vacation eligibility under this Section. Such full vacation will be earned on January 1 each year and must be taken within the following 12-month period. Vacations will be based on the completed years of continuous service by the employee as of January 1 according to the following schedule:

<u>Years of Continuous Service</u>	<u>Weeks of Vacation Time</u>	<u>Vacation Pay</u>
Less than 1	One day for each month of service up to a maximum of 10 days	4%
1 thru 4	2 weeks	4%
5 thru 9	3 weeks	6%
10 thru 19	4 weeks	8%
20 or more	5 weeks	10%

Note - Percentage is calculated on the basis of the previous calendar year's earnings, less vacation pay.

B - An employee shall be eligible for the additional week of vacation when he has worked past his 5th, 10th and 20th anniversary dates of employment.

C - An employee, who has completed one or more years of continuous service who worked less than 1500 hours in the previous calendar year, will be eligible for prorated vacation. Prorated vacation will be granted on the basis of 1/10 of an employee's full vacation time off eligibility for each full 150 hours the employee worked in the calendar year prior to the calendar year in which the vacation is taken.

D • An employee will receive prorated vacation pay instead of time off for any portions of his prorated vacation which is less than a full shift.

E • Vacation pay will be paid at the time the employee takes his vacation, provided the Company has 7 days' advanced notice.

Section 8 02            Vacation Pay for Inactive Employees

On or after January 1, an employee who is in an inactive status because of illness, injury, approved leave of absence, layoff, or for any other reason who has not taken his earned vacation (that vacation to which he became eligible on January 1) may request pay in lieu of such unused earned vacation. Such employee will not be considered to be in a vacation status as a result of receiving his vacation pay, nor will he be granted vacation time off without pay at a later date.

Section 8 03            Vacation Pay for Terminated Employees

An employee who leaves the employment of the Company for any reason will receive vacation pay as follows:

Earned Vacation - Earned vacation is defined as a vacation for which the employee became eligible on the January 1 date prior to his termination and such unused earned vacation shall be paid to him upon his termination of employment.

Prorated Vacation - Prorated vacation for employees hired before November 1, 1986, will be calculated from their anniversary date to their last day of work. Employees whose termination date occurs prior to their anniversary date in a calendar year will not have earned a prorated vacation. Prorated vacation for employees hired November 1, 1986, and after will be calculated from January 1 to their last day of work in the calendar year.

Section 8 04            Scheduling of Vacation Period

A • Those vacations not affected by a planned vacation shutdown will be granted subject to plant operations not being impaired by scheduling vacations for too many employees from the same department or area at the same time. Preference for taking vacations will be by plant seniority for employees who sign the vacation schedule between January 1 and April 1. Employees who sign the vacation schedule after April 1 will be scheduled on a first-come, first-served basis rather than seniority and such requests may not disturb the vacation schedule of any employee who has previously signed the schedule.

Note 1A    Employees may schedule a maximum of 2 weeks vacation during the sign-up period of January 1 to April 1. The balance of their vacation, if any, will be scheduled on a first-come, first-served basis.

B • Vacations must be taken in weekly increments of one or more weeks at a time except that if the plant is operating on a rotating 8 hour schedule, an employee may elect to take one week of his earned vacation one day at a time. The timing of such day off shall be subject to management's approval. The pay for such day shall be 8 hours at the employee's straight time hourly rate.

C • During any calendar year the Company may designate **one or more** planned vacation shutdown periods for the entire plant or any portion thereof. If there is to be a planned vacation shutdown, the Company will post the timing of the shutdown(s) on the plant bulletin board prior to March 1 of any calendar year. The Company may cancel a shutdown by giving at least 30 days' notice prior to the start of the shutdown. The Company may designate which employees are required to work and which are required to take their vacations during such a shutdown.

Section 8.05                      Pay In Lieu of Vacation ,

Pay in lieu of vacation for earned vacation in excess of 2 weeks per calendar year, or any portion thereof may be granted to an individual employee at the employee's option. Holiday pay is not added to vacations paid for under this Section.

Section 8.06                      Holiday Pay During Vacations

If a holiday is observed during an active employee's vacation, he will receive an extra 8 or 12 hours' straight time pay, whichever is applicable, for each such holiday in addition to his regular vacation pay. The vacation period cannot be extended.

Section 8.07                      Rehired Employees

Employees who have lost their seniority and who are later rehired will be entitled to vacations on the basis of their latest employment date.

ARTICLE IX                      TIME OFF FROM WORK

Section 9.01                      Jury Duty and Crown Witness

A - When an employee is summoned for jury duty or as a Crown witness in a court of law and must lose time from work as a result of such summons, the employee will pay to the Company any monies received for such jury or witness duty and the employee will receive the pay he would have received had he been working. Such pay shall not exceed 12 hours per day and shall not exceed the regularly scheduled hours for the week.

B - The employee shall furnish evidence to the Company that he reported for or performed jury duty or appeared as a witness on the days for which he claims payment.

C - The employee is required to report for work on days or part days when he is not required on jury duty or as a witness in a court of law.



Section 9 02      Bereavement Pay

12.D.3

A - Should a death occur in the immediate family of an employee, he may request bereavement leave for the purpose of making arrangements for the funeral and/or attendance at the funeral. "Immediate family" shall mean spouse, son, daughter, brother, sister, mother, father, stepmother, stepfather, stepdaughter, stepson, mother-in-law, father-in-law, grandchildren, grandmother, grandfather, brother-in-law and sister-in-law.

B - The employee shall be granted such time off with pay up to a maximum of 3 days. In the case of the death of an employee's brother-in-law and/or sister-in-law, pay and time off is limited to one shift. This will not include pay for days on which the employee is not scheduled to work.

Note 1B: An employee on a 4-shift, 12-hour schedule will be entitled to;

1. A maximum of 2 shifts off and a total of 24 hours' pay in the case of a 3-day maximum. Time off can be taken as any combination of either the day before the funeral and the day of the funeral or the day of the funeral and the day after the funeral. This will not include pay for days on which the employee is not scheduled to work.
2. A maximum of 1 shift off and a total of 12 hours' pay in the case of a 1-day maximum. Time off for the 1 shift can be either the day before the funeral, the day of the funeral or the day after the funeral. This will not include pay for a day on which the employee is not scheduled to work.

Section 9 03      Leaves of Absence

12.H.3

A - Leaves of absence up to 30 calendar days, without pay and without loss of seniority may be granted (except for gainful employment elsewhere) by the Plant Manager. Such leaves may be extended at the Company's discretion for additional periods of time. Pregnancy leaves will be given in accordance with applicable law of the Province of Ontario. The conditions of all leaves of absence shall be in writing with copies for the Company and the Union. If an employee violates the conditions of his leave of absence, it may be just cause for discharge.

B - All requests for a leave of absence shall be made in writing specifying the reason for the leave. Except in the case of an emergency, an employee shall give at least 2 weeks' notice of his desire for leave and the Company will reply in writing within 2 weeks after receiving the request.

C - The employee will be responsible during the 30-day period for payment of any premiums normally paid by the employee. Company paid insurance benefits will be paid to the end of the month following the month in which the employee last worked. In all other cases it shall be the responsibility of the employee to pay all premiums for leaves over 30 days and such premiums must be paid to the Company prior to starting the leave of absence.

D - The Company will allow at least one member to attend General Council meetings of Local 195 every third Thursday of each month

1.D.3

E - The Company will allow the Chairperson to attend a Chairpersons seminar occurring on their regular scheduled day once per year at straight time pay

Section 9.04 Leaves of Absence - Union Conventions

Time off without pay and without loss of seniority will be granted to not more than 2 employees for the purpose of attending a Union Convention, Canadian Council or similar Union meeting provided it does not disrupt the Company's business because of lack of available qualified employees. Two weeks' advance written notice must be given for such leaves. Such leave shall not exceed 2 weeks

Section 9.05 Leave of Absence - Full-Time Union Position

Upon request, the Company will grant an unpaid leave of absence with the employees retaining and accumulating seniority to not more than two employees at any one time to serve in a full-time position with the National or Local Union. Such leave of absence shall be requested by the Union, in writing, and shall be for the duration of the Collective Agreement, and may be extended upon request. In the event of return from such leave, the employee shall, if possible, return to the job from which he was granted leave. The Company shall not be required to pay the premium for the group benefits of any employee during any such leave of absence, nor any other payments required by this Collective Agreement

Section 9.06 Leave of Absence - Elected to Public Office

A - An employee who is elected to Municipal Government, the Provincial Legislature, or the Parliament of Canada, upon establishing need for same, shall be granted a leave of absence without pay for a period equivalent to the duration of the first term of office

B - The employee must give the Company at least one month's notice of his desire to return to work at the completion of said leave of absence. Subject to the employee's length of service and his ability to satisfactorily perform the required work, the Company will place the employee on the job he held immediately prior to said leave of absence or place the employee on a job at an equal rate of pay, provided such work is available which he has the ability to satisfactorily perform

C - An employee reinstated subsequent to said leave of absence shall retain the seniority he held prior to the granting of the leave of absence

Section 9.07 Leave of Absence - Education Fund

A - The Company will pay \$1,870 annually for a period of 3 years into a special education fund for the purpose of providing education leave. Said education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on or about November 1, 1998, 1999, and 2000 into a trust fund established by the National Union, CAW-Canada, and sent by the Company to the CAW Family Education Centre, R.R. 1, Port Elgin, Ontario NCH 2C5

B - A member of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for 20 days of class time, plus travel time where necessary, said leave of absence to be intermittent over a 12-month period from the first day of leave. An employee on such leave of absence will continue to accrue seniority and benefits during such leave.

Section 9.08                      Reinstatement Requirements Following Sickness or Injury

An employee's reinstatement following sickness or injury will be conditional on his supplying, when requested, a certificate from the Company's physician that he is fully recovered. Where there is a dispute between the medical diagnosis of the Company's physician and the employee's physician, the employee and the Company will be bound by the certificate obtained from a 3rd physician to be chosen by mutual agreement between the employee and the Company.

ARTICLE X                      HEALTH AND WELFARE

Section 10.01                      Group Insurance

The group insurance program in effect on the effective date of this Agreement is a separate document and will continue in effect during the term of this collective Agreement.

Section 10.02                      Pension

The pension plan for bargaining unit employees at the Windsor plant is a separate document whose term will run concurrently with the term of this Agreement.

Section 10.03                      Safety

A - The Company agrees to continue its policy of protecting by all reasonable means the safety and health of employees on the Company premises.

B - The Company will recognize a Safety Committee consisting of up to 3 Company officials and 3 representatives of the Union membership with one year of seniority or more for the purpose of investigating, discussing and making recommendations concerning plant safety matters. The Safety Committee will make a plant safety tour each calendar month. The Union Safety Representative will be permitted to leave his regular duties, after receiving permission from his Immediate Management Representative, for a reasonable period of time to perform the duties outlined in this Section. He will be paid his regular rate of pay for all time spent on such duties during his regular scheduled shift hours of work.

C - Safety rules and regulations issued by the Company shall be strictly adhered to, including the wearing or use of protective devices, wearing apparel and other equipment required by the Company.

Section Note The Company will recognize safety committee requirements established by the Occupational Health and Safety Act

Section 10 04 Injury on the Job

An employee injured on the job will be sent for first aid and treatment. If further treatment is required, the employee will go to a doctor or hospital of his choice. If the employee is sent home or to hospital by the doctor administering first aid, he will be paid for the balance of the shift on which the injury occurred. Transportation shall be provided by the Company to his home if required.

Section 10 05 Safety Boots and Clothing Allowance

Employees are required to wear approved safety boots on the job. The Company will pay each active employee the sum of \$300 towards the cost of approved safety boots/clothing. Payment will be made in January of each year.

ARTICLE XI GENERAL PROVISIONS

Section 11 01 Union Representation

A - The Union shall elect and the Company shall recognize a Union Committee of not more than 3 persons who are working at the plant for the purpose of contract negotiations and for processing of grievances as specified in the Grievance Procedure.

B - A Union representative shall not leave his job to conduct Union business without the permission of his supervisor. Before contacting any other employee to conduct Union business, he must first obtain permission from that employee's supervisor. Plant operations are not to be disrupted.

C - The National Representative and/or the Local President of the Union may be present and may participate in any meetings between the Union Committee and the Company.

D - The Company will pay 3 members of the Union Committee for straight time lost from scheduled work as a result of attending negotiating sessions with Company representatives during the negotiations of the Collective Agreement between the parties. Such pay will be at the employees' regular straight time rate and the hours paid for will count as time worked for the purpose of calculating overtime and vacation benefits.

E - The Company will pay up to 3 members of the Union Committee their straight time hourly rate for actual hours spent as a result of attending Labour Agreement negotiating sessions with Company representatives during their regularly scheduled days off. Such hours paid for under this paragraph will not count as time worked for the purpose of calculating overtime and vacation benefits, nor shall any payment be for more than 12 hours for any one meeting.

Section 11.02            Union Notification to Company

The Union shall notify the Company in writing of the identity of the Union Committee (Chairperson, Vice-Chairperson, Secretary/Treasurer) and the 5 Stewards (Shifts A, B, C and D and Maintenance). The Company will also be advised in writing of the alternates to the above-named positions. An alternate will only act in the absence of the regular committee member.

Section 11.03            No Union Discrimination

There shall be no discrimination exercised by the Company or any of its representatives with respect to any employee because of their membership in, or connection with the Union.

Section 11.04            Bulletin Boards

The Union shall have the use of a bulletin board in the cafeteria and change room for the posting of notices relating to the Union's business. Such notices must be signed by a Union Officer and approved by the Company prior to being posted.

Section 11.05            Gender Clause

Use of the masculine gender in this collective Agreement shall be considered to include the feminine.

Section 11.06            Reporting Requirements - Absences and/or Lateness

In the event an employee is unable to report for work as scheduled, he shall be required to notify the Company of this fact by phone or some other reasonable method prior to the start of his shift. This notification must also include the employee's reason(s) for his failure to report as well as stating the time of his anticipated return. Continued failure on the part of the employee to comply with this requirement will subject that employee to disciplinary action up to and including discharge by the Company. It is also understood that this reporting requirement does not eliminate the additional responsibility on the part of the employee to further prove the legitimacy and need for any such absence or lateness.

ARTICLE XI            NO STRIKES OR LOCKOUTS

Section 12.01            No Strikes Or Lockouts

A - During the term of this Agreement, there shall be no strikes, sympathy strikes, or any curtailment of work, or interference with the operations of the Company, or interference with production caused by, engaged in, sanctioned, or recognized by the Union or any members thereof. The Company shall have the right to discipline or discharge employees engaging in or participating in such action as outlined in this paragraph.

\*

B - The Company will not lockout any of its employees during the term of this Agreement

ARTICLE XIII SCOPE AND TERM OF AGREEMENT

Section 13.01 Term of Agreement

This Agreement shall remain in full force and effect from 7 AM, November 1, 1998, to 7 AM, November 1, 2001

Section 13.02 Separability

All provisions of this Agreement shall be subject to the laws of Canada and that of the Province of Ontario. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect

Section 13.03 Complete Agreement

This collective Agreement, including a Letter of Understanding dated November 1, 1998 (whose term runs concurrently with the collective Agreement between the parties), represents the complete agreement between the parties and shall supersede and replace all prior agreements and understandings, oral or written, expressed or implied, between the parties hereto and shall constitute the entire agreement between the parties. Past practices, procedures and understandings may be changed or eliminated by management unless specifically prohibited by the provisions of this Agreement. This Agreement may be amended in any of its provisions by mutual agreement of both parties. If agreements are made after the effective date of this Agreement, they must be in writing

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

NATIONAL AUTOMOBILE, AEROSPACE  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA  
(CAW-CANADA). LOCAL 195

ADM AGRI-INDUSTRIES, LTD

/s/ Rick Weir  
Plant Chairperson

/s/ Brian Brohman  
Plant Manager

/s/ Michael Primeau  
Plant Vice-Chairperson

/s/ Robert L. Creviston, Jr  
Employee Relations Department

/s/ William A. Scott  
Plant Secretary/Treasurer

/s/ Martin Reed

/s/ D. Fields  
National Representative, CAW-CANADA

LETTER OF UNDERSTANDING

November 1, 1998

Between

ADM AGRI-INDUSTRIES, LTD., Windsor, Ontario, and NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 195.

The parties to this Letter of Understanding agree that the following provisions shall apply during the term of the current Collective Agreement (11-1-98 to 11-1-2001) between the parties:

1. Rehabilitation Center - On a case-by-case basis, the Company will decide whether or not to participate in the Windsor Rehabilitation Center program. In a case where the Company decides to participate, the Company will pay the per diem cost for the individual, not to exceed \$35 per day for no more than 13 weeks.
2. Leaves of Absence - Convictions Under Highway Traffic Act - The Company will grant a leave of absence without loss of seniority to any employee who is convicted under the provisions of the Highway Traffic Act (Ontario) relating to offenses arising out of the operation of a motor vehicle (the same to include driving a motor vehicle while intoxicated or under the influence of drugs) if the employee is sentenced to a term of imprisonment of not more than 90 days. Such leave of absence shall be unpaid. The Company shall not be required to pay the premium for the group benefits of any employee during such leave of absence.
3. Breaks - Employees will be given a 15-minute break during each half shift
4. Supervisor Working - It is acknowledged that Company supervisors can and do perform work that is common to the bargaining unit, and such work is performed on a continuing basis as an integral part of plant operations. Supervisors will not be added to the workforce for the purpose of eroding the bargaining unit. Supervisors may be added to the workforce if operating needs warrant it. The act of supervisors working per se does not constitute an erosion of the bargaining unit.
5. Procedure for Rescheduling from 12-Hour Shifts to 8-Hour Shifts

First Failure: All employees within the group and the union bargaining committee will be notified in writing that an unscheduled vacancy has not been filled.

Second Failure All employees within the group and the union bargaining committee will be notified in writing that a second unscheduled vacancy has not been filled

Third Failure Employees in the group will be rescheduled to work 8-hour shifts

Note 1 Employees in the group who are rescheduled from 12-hour shifts to 8-hour shifts, will be eligible for lieu days

Note 2 Three failures in any rolling 12-month period will result in a group being rescheduled from 12-hour to 8-hour shifts

Note 3 The "groups" are defined as follows:

- 1 Extraction Operators
- 2 Extraction Production Workers
- 3 Refinery Operators
- 4 Lab Technicians
- 5 Boiler Engineers
- 6 Refinery Production Workers

6 Mutuals - When the Company agrees to an employee's request that he exchange a shift of work with another employee, such change will be done in accordance with Ministry of Labour Approval Permit #2748 governing shift exchanges at the plant

7 Safety Seminars - The Company will pay for wages lost while a member of the Health & Safety Committee is attending a safety seminar that is related to the oilseed processing industry and is approved by the Plant Manager

8 Overtime Hours - The Company will zero out overtime hours each calendar year.

9 Paycheques - The Company will allow direct deposit of paycheques at each employee's discretion. No partial deposits will be allowed. Employees cannot hold ADM responsible for late deposits caused by banking institutions. Prior to participating in this program, employees must sign a waiver to this effect

A The payroll department must have an original copy of a direct deposit card with the employee's social insurance number, banking information and employee signature

B Weekly payroll will be deposited into the employee's account on Friday each payday. When there is a Monday or Friday holiday, employee's pay may not be deposited until the following Monday. The Company will in no way be held responsible or issue a manual cheque when this occurs

C. When an employee needs to change their banking information, a new direct deposit card should be sent to the payroll department in Decatur. The change will occur the following week.



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- 10. Pension - Increased from \$30 per month per years of service to \$34 for future retirees. This increase is effective the 1st of the month following ratification. There will be an increase of \$1 (to \$35) on November 1, 1999, and an increase of \$1 (to \$36) on November 1, 2000.
- 11. RRSP & Stock Purchase Plan - Effective March 1, 1996.
- 12. ODA - Schedule updated annually.
- 13. Dental - Ortho maximum increased from \$1750 to \$2000 effective the 1st of the month following ratification.
- 14. Weekly Indemnity - Increased from \$420 per week to \$450 per week effective for new claims the 1st of the month following ratification.
- 15. Ratification Bonus - The Company will pay a ratification bonus of \$500 to all retirees and employees actively employed at the plant as of the date of ratification. This will include any employee on LTD, WI or WS&IB.
- 16. The Company will agree to schedule a meeting with the labourers and a member of the bargaining committee to discuss any issues pertaining to the labourer classification. This meeting will be scheduled as soon as practical following ratification of the agreement.
- 17. The Company will agree to meet with each individual leadperson to review and discuss their job responsibilities. This will be done as soon as practical following ratification of the agreement.

13, A, 11  
 13, A, 5  
 13, A, 10  
 6, 2, 10

The parties have executed this Letter of Understanding as of this 16th day of March, 1999.

NATIONAL AUTOMOBILE, AEROSPACE  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA  
(CAW-CANADA). LOCAL 195

ADM AGRI-INDUSTRIES, LTD.

/s/ Rick Weir  
Plant Chairperson

/s/ Brian Brohman  
Plant Manager

/s/ Michael Primeau  
Plant Vice-Chairperson

/s/ Robert L. Creighton, Jr  
Employee Relations Department

/s/ William A. Scott  
Plant Secretary/Treasurer

/s/ D. Fields  
National Representative. CAW-CANADA