

SOURCE	Union		
EFF.	94	04	01
TERM.	96	03	31
No. OF EMPLOYEES	15		
NOMBRE D'EMPLOYÉS	15		

**COLLECTIVE AGREEMENT**  
**MASTEFEEDES - NEWFOUNDLAND**

**April 01, 1994**  
**to**  
**March 31, 1996**

OCT - 3 1995

10179(01)

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Witnesseth that the parties hereto agree as follows:

**ARTICLE 1 - PURPOSE**

- 1.01 It is the intention of the agreement to maintain a **harmonious** relationship between the Company, its employees and the Union, and to provide an amicable means of settling any differences which might possibly arise, as well as set forth working conditions and responsibilities of employment to be observed by the parties hereto.
- 1.02 In addition, the purpose of the Agreement is to encourage economy and efficiency of operations, maintenance of high standards of products, quality, cleanliness of the plant, elimination of waste and protection of property.
- 1.03 It is recognized by this Agreement that it is the duty of the Company and of the employees to cooperate fully, both individually and collectively, in all the ways stated for the purpose of mutual benefit.

**ARTICLE 2 - RECOGNITION**

- 2.01 The use in this Agreement of the word "employee" or "employees" shall mean any person or persons who are regular full-time, **non-probationary** employees.
- 2.02 The Company recognizes the Retail Wholesale Canada, Service Sector Division of the United Steelworkers Union, Local **597** as the exclusive collective bargaining agent for the employees of the Masterfeeds Division of AGP., INC. located at Mount Pearl, Newfoundland, save and except the office employees, the stationary engineers, the managers and assistant managers, foremen, supervisors and their assistants, sales personnel, security guards and all those automatically excluded by law:
- 2.03 Employees of the Company excluded from the bargaining unit shall not ordinarily perform the work of employees within the unit.

### ARTICLE 3 - RELATIONSHIPS

- 3.01 The company agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Company or by any of its representative with respect to any employee because of his membership in, or connection with, the Union and that membership in the Union **by** employees who are eligible to join will not be discouraged, nor shall membership be denied for reasons of race, nationality, age, colour, marital status, religious or political affiliation.
- 3.02 The Company acknowledges the right of the Union to appoint or otherwise select a negotiating committee and to deal with matters which properly arise from time to time in connection with the renewal or modification of the Agreement. Two (2) employees only shall be compensated at their respective straight time rates of pay for time spent during hours they otherwise would have worked, negotiating with the Company. A full time staff representative of the Union will attend such meetings if requested by either party.
- 3.03 It is clearly understood and agreed that there will be no Union activities within the confines of the Company's property during working hours, except as provided in this Agreement, or where prior permission has been granted by the Company.
- 3.04 The Union shall notify the Company, in writing, the name of the stewards and the negotiating committee that have been designated to transact the Union business with the Company.
- 3.05 It is the responsibility of each employee to ensure that the Company has his correct address, telephone number or some other means of communication.
- 3.06 **The** Company **agrees** to recognize two (2) employees **of** the bargaining unit who will be known as "Plant Stewards", whose duties shall **be** to help settle all grievances. One (1) Plant Steward shall sit in on such grievances if requested by either party. It is agreed by the Company that **employees** attending such meeting will suffer no loss of pay.

**ARTICLE 4 - UNION SECURITY AND CHECK-OFF**

- 4.01 It shall be a condition of employment that any employee who is a member of the Union in good standing at the date of this Agreement, or who becomes a member after that date, shall maintain such membership.
- 4.02 The Company shall not be forced to dismiss an employee who has been expelled or suspended as a member of the Union for a reason other than the non-payment of Union dues.
- 4.03 It shall be a condition of employment that any eligible employee at the date of this Agreement, whether a member of the Union or not, shall be required to pay Union initiation fees and normal Union dues for the duration of this Agreement.
- 4.04 It shall also be a condition of employment that any new employee, from the date of his hiring, pay the regular Union initiation fees and normal Union dues for the duration of this Agreement, such dues to be deducted on the first pay following the date of his hiring.
- 4.05 The Company agrees to deduct Union dues upon written authorization from employees and shall remit such dues by cheque to the Treasurer of the Union not later than the 15th of each month for the preceding month.
- 4.06 When no wages are due an employee who has authorized the deduction of dues on the date scheduled for the deduction, such deduction will be cancelled for that week.
- 4.07 The Union agrees to save the Company harmless from any action growing out of the agreed deductions and commenced by employees against the Company and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Union.
- 4.08 The company agrees to have union dues deductions written on T4 slips.

**ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The Union acknowledges that it is the exclusive function of the Company to:
- A. Maintain order, discipline and efficiency;
  - B. Hire, suspend, discharge for just cause, transfer, promote, demote, discipline, lay-off because of lack of work or for other legitimate reasons;
  - C. Generally, manage the enterprise, determine the methods of operation, kinds, and locations of tools and machines to be used, scheduling of operations, operating processes and procedures and determine and establish efficient and reasonable standards of performance for all work performed.
- 5.02 The foregoing shall not be deemed to exclude other prerogatives not listed and all of the rights, powers and authority of the Company are retained by the Company. The exercise of management rights shall not come into conflict or dispute with those contractual rights contained within the provisions of this Agreement.
- 5.03 The Union recognizes that all employees shall be subject to and be governed by the reasonable rules and regulations from time to time established by the Company and agrees that the employees shall carry out all special orders posted on the notice boards in the plant of the Company or verbally conveyed to employees, unless such rules, regulations or special orders are contrary to Law or the provisions of this Agreement.

**ARTICLE 6 - STRIKES AND LOCKOUTS**

- 6.01 In view of the orderly procedures established by this Agreement for the expeditious handling and settling of grievances, the Union agrees that there shall be no illegal strikes, sit-ins, slowdowns, curtailment of work, restriction of Company's operation, interference with its operation, picketing or other collective action that will stop or interfere with the operation of the plant on the part of the Union or the employees which it represents for any reason whatsoever.
- 6.02 The Company agrees that it will not cause or direct any illegal lockout of its employees.

ARTICLE 6 - STRIKES **AND** LOCKOUTS (Cont'd)

- 6.03 Employees engaged in any of the activities as outlined in Clause 6.01 may be disciplined or discharged at the Company's option.
- 6.04 The Union recognized that in order to provide maximum opportunities for continuing employment the Company must operate efficiently in order to be in a strong market position.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is generally understood that an employee has no grievance until he has first given to his supervisor an opportunity to adjust his complaint, and that such complaint shall be registered within two working days of the alleged circumstances coming to the knowledge of the employee.
- 7.02 If such complaint is not settled to the satisfaction of the employee concerned within two (2) working days, it may be taken up as a grievance in the following manner and sequence:

**Step No. 1**

Between the aggrieved employee, who *may*, if he wishes, be accompanied by the Plant Steward, and the Plant Manager or his delegate at which time a written record of the grievance shall be submitted and signed by the employee. Failing a settlement within not more than two (2) working days, then;

**Step No. 2**

Within five (5) working days following the decision of Step **No. 1**, between the aggrieved employee, the Plant Steward and the Plant Manager or other authorized representative of the Company. A full-time staff representative of the Union will attend if requested by either party.

ARTICLE 7 - GRIEVANCE PROCEDURE (Cont'd)

Step No. 3

Failing settlement under Step No. 2, and within then (10) days following the decision under Step No. 2, of any difference between the parties arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, such difference or question may be taken to arbitration, provided in Article 8. If no written request for arbitration is received within ten (10) days after the decision in Step No. 2 is given, it shall be deemed to have been settled or abandoned.

7.03 Saturdays, Sundays, and plant holidays will not be counted in determining the time within which any action is to be taken or completed in each of the steps of the Grievance Procedure or under Article 8. Any and all time limits fixed by this Article and Article 8 may at any time be extended by agreement between the Company and the Union.

7.04 All decisions arrived at between the representatives of the Company and the Union shall be final and binding upon the Company, the Union and the employee or employees concerned.



ARTICLE 8 • ARBITRATION

- 8.01 Whenever either party to the Agreement submits a grievance to arbitration, written notice shall be given to the other party formally stating the subject of the grievance and the Agreement clause allegedly violated, and at the same time appointing a nominee to the board of arbitration. Within seven (7) days after the receipt of such notice, the other party shall appoint a nominee. The nominees shall, within five (5) days, appoint a third person who shall be Chairperson of the Arbitration Board. If either party requests, and it is mutually agreed, a single Arbitrator may be used. If the two (2) nominees or the parties fail to agree upon a Chairperson or single Arbitrator within the time limit, The Minister of Labour will be requested to appoint such Chairperson or Arbitrator. As soon as the Arbitration Board has been completed by the selection of a Chairperson or the selection of an Arbitrator, it shall meet and hear the evidence and representations of both parties, and shall render a decision as soon as possible. In matters of discipline or discharge the parties agree to the use of a single Arbitrator.
- 8.02 No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 8.03 No grievance shall be considered by the Arbitration Board or Arbitrator unless it has been properly carried through all previous steps of the grievance procedure.
- 8.04 The Arbitration Board or 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 decisions inconsistent with the terms and provisions of this Agreement, or to deal with any matters not covered by the Agreement.
- 8.05 In the case of a successful grievance involving the suspension or discharge of an employee, the Arbitration Board or Arbitrator shall be empowered to award full or partial reimbursement, or other adjustment that may be deemed fair and reasonable under the circumstances.

**ARTICLE 8 - ARBITRATION (Cont'd)**

8.06 Each of the parties hereto will bear the expenses of the nominee appointed **by it**, and the parties will jointly bear the expenses of the Chairperson of the Arbitration Board or Arbitrator, if any.

**ARTICLE 9 - SENIORITY**

9.01 Employees shall attain seniority upon the completion of forty (40) working days within a six (6) month period.

9.02 During this period, the employee may be discharged, **for** just cause, without any obligation on the part of the Company to rehire him.

9.03 An employee shall lose seniority rights when:

- A. while on lay-off he refuses or neglects to report back to work within five (5) days, excluding Saturday and Sunday, from the date the Company recalls him to work; unless absent for a reason satisfactory to the Company.
- B. he voluntarily quits the employ of the Company;
- C. he is discharged for just cause and not reinstated through the grievance of arbitration procedure;
- D. he is laid-off for a period up to a maximum of twelve (12) months;
- E. he is retired under the provisions of the Company's retirement plan.

9.04 An employee shall be granted seniority retroactively to the first day of his last continuous period of employment as stated in 9.01.

9.05 A seniority list shall be posted **on** the Bulletin Board within thirty (30) days after the signing of this Agreement, and a copy will be forwarded to the Union.

**ARTICLE 10 - HOURS OF WORK AND OVERTIME**

10.01 The normal work week for all employees will consist of forty (40) hours constituted of five (5) days of eight (8) hours each which shall be scheduled Monday to Friday. The reference herein to normal working hours indicates straight time working hours only, and not minimum working hours.

**ARTICLE 10 - HOURS OF WORK AND OVERTIME (Cont'd)**

- 10.02 The Company shall pay at the rate of time and one-half for all work performed outside normal working hours, except as otherwise provided in this Agreement.
- 10.03 The Company shall pay at the rate of time and one-half for all work performed on Saturday or on a Statutory Holiday and at the rate of double time for all work performed on Sunday.
- 10.04 It is understood that overtime will be distributed as equally as is reasonable amongst those employees who are qualified to perform the work. Whenever possible, the Company will give advance notice to employees requested to work overtime. The Company will approach such employees on a voluntary basis but in the event that sufficient volunteers are not available, the Company shall consign the qualified employees who have recorded the least number of overtime hours to perform the required work.
- 10.05 Two (2) ten (10) minute rest periods shall be allowed at times designated by the Company.
- 10.06 An employee who reports for work at the commencement of his assigned shift without previous notification not to do so, shall receive a minimum of four (4) hours of work or pay in lieu thereof of his regular straight time rate. In the event of a forced shutdown or curtailment of operations for reasons beyond the control of the Company, or in cases where an employee fails to notify the Company of his intention to return to work following a period of absence, this provision shall not apply.
- 10.07 Regular shift finishing time will be the following shifts starting time. Shift employees will therefore carry on their normal duties until the relief shift has reported for work. However, the employee shall not be required to work more than two (2) hours beyond a scheduled shift of twelve (12) hours.
- 10.08 Work schedules shall be posted not later than Thursday of each week for the following calendar week. Where such schedules remain the same from one week to the next, re-posting will not be required.
- Delivery Drivers shall be scheduled to begin work at **7:30 AM**. **Work** schedules for Truck Drivers shall be posted not later than **4:00 PM** of each day for the following day.
- 10.09 An employee who is called out to work in an emergency at any time outside of his normal working hours shall receive a minimum of four (4) hours of pay at the applicable rate of pay.

**ARTICLE 10 - HOURS OF WORK AND OVERTIME (Cont'd)**

- 10.10 In the event of a shortage of work in any classification which does not result in a lay-off, employees shall be provided work to maintain their regular work week of forty (40) hours.
- 10.11 In the event a regular shift is postponed to a different starting time, affected employees will be advised of their revised starting time at the time of postponement.

**ARTICLE 11 - PROMOTION, LAY-OFF AND RECALL**

- 11.01 In cases of new jobs and permanent vacancies, the Company will post a written notice of the vacant job during five (5) working days. In selecting a candidate for the **job**, the Company shall take into account the qualifications and seniority of employees.
- 11.02 When it becomes necessary to reduce the working force of employees, seniority will be the guiding factor so long as it does not prevent the Company from maintaining a working force of employees who possess the qualifications and seniority to capably perform the work which is available and are willing to do such work at the scheduled rate for the **job**.
- 11.03 The Company will recall laid-off employees in the reverse order of their lay-off, subject to the limitations of 9.03 and 11.02 above.

**ARTICLE 12 - VACATION**

- 12.01 The Company agrees to give vacations as follows:
- A. Employees who have been in the Company for a period of less than one (1) year as of May 1st will be allowed a vacation credit of one (1) day for each completed calendar month so worked, **up** to a maximum of ten (10) days.
  - B. Employees who have been in the active service of the Company for a period of one (1) or more years as of May 1st will be allowed a vacation credit of two (2) weeks with pay in each vacation year thereafter.
  - C. Employees who have been in the active service of the Company for a period of five (5) or more years as of May 1st will be allowed a vacation credit of three (3) weeks with pay in each vacation year thereafter.

**ARTICLE 12 - VACATION (Cont'd)**

- D. Employees who have been in the active service of the Company for a period of ten (10) or more years as of May 1st will be allowed a vacation credit of four (4) weeks with pay in each vacation year thereafter.
- E. Employees who have been in the active service of the Company for a period of eighteen (18) years as of May 1st will be allowed a vacation credit of five (5) weeks.

12.02 Employees receiving two (2) weeks vacation shall be entitled to 4% of his earnings.

Employees receiving three (3) weeks vacation shall be entitled to 6% of his earnings.

Employees receiving four (4) weeks vacation shall be entitled to 8% of his earnings.

Employees receiving five (5) weeks vacation shall be entitled to 10% of his earnings.

12.03 Vacation periods shall be determined from time to time by the Company. Each employee will be authorized to schedule the first two (2) weeks of this vacation entitlement between June 1st and September 30th of each year. The Company shall, in so far as is possible, meet the wishes of the employees, with particular regard to plant-wide seniority within a given Department.

12.04 Vacation schedules shall be posted not later than March 15th of each current vacation year.

12.05 After vacation schedules are posted, the schedule shall not be changed as long as there is no interference with the efficient operation of the plant. Employees who have not scheduled their vacation before April 15 in, each year, will not be able to force the re-scheduling of junior employees who have scheduled their vacation prior to April 15.

**ARTICLE 13 - GENERAL HOLIDAYS**

13.01 The following general holidays shall be recognized:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day (Empire)	Armistice Day (Remembrance Day)
Memorial Day (Dominion)	Christmas Day
Regatta Day	Boxing Day

2 Personal Floaters	1 Company Floater
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Regatta Day to be held on the closest Monday before the scheduled holiday.  
Floaters to be taken in contract year.

13.02 In order to be eligible for statutory holiday pay, an employee must have worked at least fifteen (15) days during the thirty (30) calendar days immediately preceding the general holiday. Days off for the following reasons - death in the employee's immediate family, jury duty, validated sickness, accident or authorized leave of absence - shall count as part of the fifteen (15) **day** service requirement.

13.03 Employees who qualify under the eligibility rules shall be paid for the above named holidays on the basis of eight (8) hours at their straight time rate, exclusive of shift premium.

13.04 When a general holiday falls within an employee's vacation period, the Company will schedule an additional day off with pay provided the employee meets the requirements of this Article 13.

**ARTICLE 14 - BEREAVEMENT LEAVE**

14.01 An employee who loses working time on scheduled work days to attend or make arrangements for the funeral of a member of his immediate family will be paid for time so lost up to a maximum of three (3) days at his normal hourly rate.

If an employee has to travel off the island of Newfoundland for the funeral, he **will** be paid up to a maximum of five (5) scheduled work days at his normal hourly rate.

An employee's immediate family shall include his mother, father, brothers, sisters, spouse, children, mother-in-law, and **father-in law**.

14.02 An employee will be granted one (1) day off, with pay, for the purpose of attending a funeral of a brother-in-law, sister-in-law or grandparents.

**ARTICLE 14 - BEREAVEMENT LEAVE (Cont'd)**

- 14.03 Only consecutively scheduled work days will be counted as such Funeral Leave. The employee will be paid his straight time basic rate, exclusive of shift or other premiums, for such hours as he normally would have been required to work during such Leave.

**ARTICLE 15 - JURY PAY**

- 15.01 An employee who is required to be absent from work because of a call for jury service shall receive his normal straight time pay, exclusive of shift premiums for hours lost provided the employee is not compensated for jury duty from any other source.
- 15.02 To be eligible for jury pay, the employee must notify his Supervisor at the time of his call to jury duty and furnish evidence of the amount of pay received from jury service.

ARTICLE 16 - GROUP INSURANCE

- 16.01 To be eligible for coverage under the Group Insurance Plan as outlined below, an employee must be a regular full-time, non-probationary employee.
- 16.02 For the duration of this Agreement the Company will provide to it's employees the existing Company Group Health Insurance Program at no cost to employees.
- 16.03 The weekly Indemnity Insurance Plan for employees covered by this Agreement will be provided as specified under Contract of Insurance between the Company and the Carrier. The existing Contract of Insurance as mentioned above shall provide coverage for an amount of 66 2/3% of the employee's basic weekly earnings up to \$350.00 maximum a week effective April 01, 1992 will remain in effect.
- Regular wages for the first three (3) days of sick leave will be payable in full by the Company. In order to discourage abusive absenteeism, the Company may, where it is deemed necessary, request a statement by a medical doctor justifying an employee's absence. No payment in compensation for such absence will be made until such time as a requested medical certificate has been submitted to the Company.
- 16.04 The Life Insurance Plan for employees covered by this Agreement shall be provided as specified under the Contract of Insurance between the Company and the Carrier. The existing Contract of life insurance of \$21,000 to be moved to \$25,000 effective November 1, 1991.
- 16.05 The Company's hourly union Long Term Disability Insurance Program will be made available to eligible employees under this collective Agreement. Payment under this plan will be sixty (60)percent of an employee's normal base pay. The previous cost-sharing arrangements will be maintained.
- 16.06 The benefits mentioned shall be subject in every respect to conditions and limitations contained the Company's Group Insurance Policies with the carrier as specified above where such policies are in effect which alone constitutes the agreement under which payments are to be made.
- 16.07 Dental Plan: The Company will move the Dental Plan up to 100% basic and the 1990.Newfoundland Schedule will increase to the 1994 schedule effective April 1, 1995 . The Company will maintain this non-contributory plan for its employees.



ARTICLE 16 - GROUP INSURANCE (Cont'd)

16.08 An employee's Health and Welfare Benefits shall continue while he is on Workers' Compensation.

ARTICLE 17 - WAGES

17.01 CLASSIFICATIONS AND DESCRIPTIONS RATES OF PAY

Lead Operator

While accepting responsibility for the second shift and while filling in for Mill Supervisor during the day shift while he is on annual vacation or absent for some reason for an extended period.

30¢/hr. extra

Operator

It is extremely important to have a flexible crew so each operator must be fully trained in several, and for some operators, all operations including the procedures pertinent to those operations.

**20¢ eff Apr 1/94  
\$13.13 - \$14.14**

**20¢ eff Apr 1/95  
\$13.33 - \$14.34**

Rates of pay should recognize:

- A. The degree of training
- B. The job on which he spends the greater part of his time.

Starting on the lower limit of the operator rate, pay increases should be given as follows:

		<u>When Training Completed in Area Indicated</u>	<u>When Working Mainly in This Area</u>
AREA 1	Warehousing, Housekeeping, Shipping, Receiving	17¢/hr.	17¢/hr. (Shipper)
AREA 2	Packing, Dairy Line, Grain	17¢/hr.	---
AREA 3	Binning, Bulk-Load Out to Truck, and Truck Scaling	17¢/hr	---
AREA 4	Pelleting Operation, Fat	22¢/hr	28¢/hr.

**ARTICLE 17 - WAGES (Cont'd)**

FOR EXAMPLE: (Basis Rates Effective April 01, 1991)

- |    |   |                |
|----|---|----------------|
| A. | If a man is trained through Areas 1 and 2 and works primarily in the Warehouse, his rate would be | <b>\$13.47</b> |
| B. | If a man is trained through Areas 1, 2 and 3, and works primarily as a packer, his rate would be  | <b>\$13.64</b> |
| C. | If a man is trained through Areas 2, 3 and 4, and works primarily in Area 4, his rate would be    | <b>\$13.97</b> |

**17.01      CLASSIFICATIONS AND DESCRIPTIONS                      RATES OF PAY**

Maintenance

Must be fully trained in the mechanical operation of all plant equipment and have a good knowledge of procedures. Must own a complete set of hand tools. Must be a qualified First Class Millwright, must have practical experience in plumbing, mechanics, welding and a working knowledge of electrical systems and apparatus, and heating equipment.

**20¢/hr eff Apr 1/94  
\$13.91 - \$14.92**

**20¢/hr eff Apr 1/95  
\$14.11 - \$15.12**

The pay rate within this range should recognize his degree of training and when fully trained he should get top rate.

Truck Driver

Must be well trained in operation and care of his truck and must be fully trained in procedures and policies regarding delivery service to customers.

**TANDEM:**

**20¢/hr eff Apr 1/94  
\$13.07 - \$13.85**

**20¢/hr eff Apr 1/95  
\$13.27 - \$14.05**

**ARTICLE 17 - WAGES (Cont'd)**

In cases where a truck driver is also trained as an operator and performs an operation during a slack trucking period or during vacation, he should receive the same premium over his standard rate for this period as an operator would when doing those jobs. (In the case of pelleting, he would get 28¢/hr over his standard rate for the weeks he fills in on this job.)

SEMI:

**20¢/hr eff Apr 1/94  
\$13.07 - \$14.02**

**20¢/hr eff Apr 1/95  
\$13.27 - \$14.22**

Part-Time and Casual Rates

**\$8.05 eff Apr 1/94**  
**\$8.25 eff Apr 1/95**

*2/1*

Paid by cheque each Thursday at the end of shift.

All employees working on shifts 4:00 PM to 12:00 will receive shift premium of 41¢ per hour. All employees working shifts 12:00 midnight to 8:00 **AM** will receive shift premium of 46¢ per hour. Effective April 01, 1992 an extra 4¢ per hour will be added to each shift. These shift premiums will not be included when calculating overtime.

Employees relieving for one (1) full day in a job classification carrying a wage rate which is higher than his own will be paid the higher rate for all hours of that day. Employees relieving in a job classification carrying a wage rate which is lower than his own will be paid at his own rate of pay.

**ARTICLE 18 - TECHNOLOGICAL CHANGES**

18.01 In the event of a substantial reduction in the work force as a direct result of technological or economic change, including the elimination of a complete department as a direct result of technological or economic change, the Company agrees to give a three (3) month notice to the Union. The Company further agrees to discuss with the Union the future status of employees whose employment is permanently terminated with a view to taking advantage of relevant Federal and/or Provincial government services for the retraining of such employees.

The Union undertakes to give its full collaboration to the Company concerning its request for assistance from the various government services concerned.

In case of an Act of God, the Company shall inform the Union as soon as it is in a position to do so.

18.02 (A) In the event of a substantial reduction in the work force as a direct result of technological or economic change, including the elimination of a complete department as a direct result of technological or economic change, severance pay for eligible hourly employees will be granted as follows:

1. Employees having less than one (1) year of continuous service shall not be entitled to any severance pay.

**OR**

2. Employees having one (1) or more years of continuous service shall be paid one weeks pay for each completed year of service at their regular hourly rate of pay.

18.02 (B) Severance will not be paid for:

1. Discharge for just cause (dishonesty, insubordination, etc.);

2. Resignation (except for ill health or prior Company approval);

3. Retirement or death (prior to actual shutdown of plant or major department);

4. Employees who have been on lay-off status for more than three (3) months at the time notice of shutdown of plant or major department is announced;

ARTICLE 18 - TECHNOLOGICAL CHANGES (Cont'd)

5. If an employee is offered and accepts employment elsewhere with AGP., Inc. or affiliated companies.
- 18.02 (C)
1. Severance pay, where warranted, shall be paid in addition to accrued vacation due, pension and profit sharing equity payments made to an employee at termination.
  2. Payment shall be made in one (1) lump sum or as requested by the employee, provided that the payment shall not be made beyond a twelve (12) month period.
  3. To allow employees necessary time to make conversions to a private or other plan, the Company will pay the full premium for a period of one (1) month after the date of termination for group life insurance and medical plans to which the Company is contributing.

ARTICLE 19 - GENERAL

19.01 CLOTHING

The Company will contribute one half of the cost of employees clothing to a maximum of \$225 per year effective April 01, 1992.

19.02 LEAVE OF ABSENCE

The Company may grant leave of absence to any employee for legitimate reasons and any person who is absent with written permission shall not lose his seniority. In the case of leave to attend Union business, it is understood that not more than one (1) employee will be absent at any one time.

19.03 BULLETIN BOARD

The Company shall provide reasonable space on the Bulletin Board for the posting of official Union notices. All such notices shall be submitted to the Plant Manager for approval prior to posting.

19.04 SAFETY

The company and the union shall form a Health & Safety Committee. This committee shall be made up of two representatives of the union and two representatives of the company. The committee shall meet once every two months to address health & safety issues within the plant. An agenda will be prepared prior to each meeting and the minutes of each meeting will be posted.

The committee will follow all the rules and guidelines laid out by the provincial Occupational Health and Safety legislation.



ARTICLE 20 - DURATION OF AGREEMENT

- 20.01 This Agreement which constitutes the entire Agreement between the parties shall be considered effective April 01, 1994 and continue in full force and effect for twenty-four (24) months from this date. Except where specified, no clause of this Agreement will be retroactive before the date of signing.
- 20.02 Either party to this Agreement wishing to amend or modify or terminate this Agreement shall notify the other party in writing of it's intention within sixty (60) to thirty (30) days before expiration thereof. In this event, the present Agreement shall remain in force until a new contract has been satisfactorily negotiated.

IN WITNESS THEREOF, the parties hereto have signed this Agreement this

28 day of Nov., 1994.

MASTERFEEDS - Newfoundland  
Division of AGP, Inc.

Darrell W. Vallis

RETAIL WHOLESALE CANADA  
Service Sector Division of the  
United Steelworkers

UNION - LOCAL 597

Milton Carlson

Randy Harris

Frank W. Taylor