

Collective Agreement

- between -

Agricore Co-operative Ltd.

(hereinafter referred to as the “Employer”)

- and -

Grain Services Union (ILWU - Canada)

(hereinafter referred to as the “Union”)

Expiry December 31, 2001

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Article 1 - Purpose

- 1.1 The parties to this Agreement share to a commitment to make Agricore the agri-business partner of choice as the leading farmer-owned Canadian agri-business dedicated to success.

Business activities will be pursued with integrity and trustworthiness, healthy risk-taking, and encouragement of initiative and creativity. Employees will have opportunities to contribute in this context, working in an organization that values long-term relationships with customers.

The purpose of this Agreement is to establish employment conditions which will support achievement of these results.

- 1.2 The intention of this Agreement is to maintain good and amicable relations between the Employer and employees covered by this Agreement and to establish procedures for negotiations and resolution of differences between the parties respecting the application of this Agreement.
- 1.3 The Employer agrees that access to its premises where employees in the bargaining unit are normally present shall, be allowed to employees or designated representatives of the Union for the **purpose** of conducting business of the Union, provided such access will not **unduly** interfere with the operations concerned and provided the employee concerned wishes to discuss matters with the Union representative.

Article 2 - Scope

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for:

- (a) All full-time employees of Agricore employed in the operations of primary country elevators in the Provinces of Alberta and **British** Columbia excluding repair, maintenance and construction employees, NH3 drivers, operations managers, **area** managers and those above.
- (b) All employees of Agricore employed in the operations of primary country elevators and agro facilities in the province of Manitoba, excluding District Managers and **those** above.
- (i) A casual employee is an individual hired locally on a job contract or hourly basis for specific work - the amount and type of work being known at the **time** of the contract. This work shall not exceed ten (10) consecutive working days. The Company Shall not use any system of contracting to avoid the hiring of a regular employee on either a temporary or permment basis. Casual employees who are employed for more than

eighty consecutive hours shall be included in the bargaining unit and shall be covered by the Collective Agreement with the designation of Seasonal Employee. Clauses pertaining to this classification are contained in Schedule "B". Regular employees employed in the Seasonal category shall be paid basis Schedule "B".

- (c) For employees of Agricore in its Repair and Maintenance Department in the province of Manitoba excluding Head Office staff, Supervisors and Casual Employees. A casual worker is an employee hired locally on a **partial day** and/or week on an irregular basis or an employee engaged on a regular basis for a specific period not to exceed the equivalent of 2 bi-weekly pay periods.
- 2.2 (a) "Employee" means an employee employed as an employee within the scope of Article 2.1.
- (b) "Regular full-time employee" means an employee employed to meet ongoing operational requirements on a year-round basis and who is scheduled to work the full-time hours contained in Article 7.1.
- (c) "Regular part-time employee" means an employee employed to meet ongoing operational requirements on a year-round basis and who are normally scheduled to work at least fifty percent (50%) of the hours of a comparable regular full-time employee.
- (d) "Seasonal employee" means an employee employed to meet seasonal or temporary operating needs. This does not include casual **employees** since they are outside the scope of this Agreement. The only Agreement conditions applying to the employment of seasonal employees are contained in. Schedule B.

Article 3 - Union Security, Membership and Dues

- 3.1 The Employer agrees as a condition of employment, membership dues or sums in lieu will be deducted from the wages earned by employees commencing as of their first **pay** period following commencement of employment.
- 3.2 Membership dues or sums in lieu so deducted from salaries shall be paid **monthly or** every four (4) weeks to the General Secretary of the Union within fifteen (15) calendar days of the end of each month **or** the end of **each** four (4) week, period. Remittance shall be supported by information with respect to each individual employee, including the period covered by the remittance for that employee.
- 3.3 When remitting union dues, the information submitted will include employees names, employment **dates**, position titles, work locations, new hires, and union dues. Changes in any of the foregoing (except union dues) will be identified on the report.

Article 4 - Management Rights

- 4.1 The Union recognizes that the Employer has the sole authority to manage its affairs, including the right to plan, direct and control operations, to direct its working **forces**, including the right to hire, to fix wages within the terms of this Agreement, to set standards for performance of work and evaluate performance, to promote, demote or transfer employees within the terms of this Agreement, to suspend or discharge any employee for just **cause**, to increase or decrease the working force of the Employer, to re-assign jobs or duties, to reorganize, consolidate and close operations from time to time as circumstances and necessity may require, to determine locations of its operations and activities, **and** to determine products to be handled, stored, processed, shipped or sold, provided such actions are not inconsistent with the terms of this Agreement.
- 4.2 The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time the rules and regulations to be observed by the employees provided such rules and regulations are not inconsistent with the terms of this Agreement,

Article 5 - Grievance and Arbitration Procedure

5.1 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation,, application, administration, or alleged **violation** of the Agreement.

The Employer and the Union agree it is most desirable to resolve misunderstandings and disputes through discussion so that it is not **necessary** to initiate a formal grievance according to this grievance procedure.

5.2 Settling of Grievances

At each **step** of the grievance procedure the Griever shall have the right to be present and shall be present if requested by the Union or by the Employer. An earnest effort shall **be** made by all parties **to settle** grievances **fairly** and promptly in the following manner.

Step One

If an employee or a group of employees has a formal grievance, the **employee or group** of employees will submit to the employee's immediate out-of-scope manager a written statement of the grievance on the approved **grievances** form within fifteen (15) **days** of the

date that the Griever(s) became aware of or reasonably should have become aware of, the alleged grievance.

The grievance when presented in writing **must be** signed by the employee or group of employees and the Union's representative, and shall contain;

- (1) a summary of circumstances giving rise to the grievance.
- (2) the provision(s) of the Agreement considered violated,
- (3) the particulars of the remedy sought.

The manager shall confer with the 'Union representative within seven (7) days of receipt of the grievance and shall render a decision in writing within seven (7) days of conferring.

Step Two

Failing satisfactory settlement being reached in Step One, the Union representative within seven (7) days of receipt of the decision in Step One, will advance the grievance in writing to the employee's second-level out-of-scope manager. This manager with or without the employee's immediate manager, **or** their designates, shall confer **with** the Union representative within seven (**7**) days of receipt of the grievance **and** shall render a decision in writing within seven (7) days of conferring.

Step Three

Failing satisfactory settlement being reached in **Step Two**, the Union representative within seven (7) days of receipt of the decision, in Step Two, will advance the grievance in writing to the General Manager of the Division, The General Manager and a representative of the Human Resources Department, or their designates, shall confer with the General Secretary and/or his/her designated Union representative within seven (7) days of receipt of the grievance and shall render a decision in writing **within** seven (7) **days** of conferring.

Step Four

Failing satisfactory settlement being reached in Step Three, **within** fourteen (14) days of receipt of the decision in Step Three or the expiry of the time limit, whichever is earlier, the grievance may be referred in writing to arbitration by either party.

5.3 Service of Documents

Written documents required to be delivered in this grievance procedure will be considered properly served on the same date when delivered personally, or by facsimile transmission. If delivered by mail, the date of delivery will be considered to be two (2) days after the date of the postmark.

5.4 Dismissals and Suspensions

Grievances which involve a dismissal or a suspension which exceeds seven (7) calendar days shall be initiated within the time limits and in writing according to Article 5.2 - Step One. However the subsequent processing of the grievance will commence immediately at Step Two. The Employer **and** the Union may also agree to combine Steps Two and Three of the Grievance Procedure to expedite **the** grievance.

5.5 Policy Grievance

A Union policy grievance is a grievance submitted by the Union. **Union** policy grievance shall not be an obligation that **may** or could have been the subject of a grievance by an employee or a group of employees.

If the 'Union has a policy grievance, such grievance shall commence at **Step Two**. An Employer grievance shall be submitted to the General Secretary of the Union. The aggrieved party within fifteen **(15)** days from **the date** that the aggrieved party became aware of or reasonably should have become aware of the alleged grievance shall submit to the other party the grievance **in** writing. The grievance when presented in **writing** must be signed by an authorized representative of the Union or the Employer, and **shall** contain:

- (1) a summary of circumstances giving rise to the grievance.
- (2) the provision(s) of the Agreement considered violated.
- (3) the particulars of the remedy sought.

5.6 Time Limits

If a grievance is not initiated or processed. within the time limits in the **Grievance** Procedure including the referral to arbitration, the grievance shall be deemed to have been abandoned without prejudice to the interpretation of the Agreement or another grievance.

5.7 Grievance meetings will be arranged at times and locations mutually agreed by the parties. The salary of the Griover(s) and elected Union representatives will be

maintained if grievance meetings occur during regular working hours. Travel expenses will be the responsibility of each of the respective parties.

- 5.8 Employees may have benefit of representation by Union representatives at any of the steps in the grievance procedure. Union representatives for the purposes of this paragraph shall mean Union, staff members and/or elected Union representatives.
- 5.9 Upon request, the Employer agrees to provide the Union with copies of disciplinary and/or appraisal documents which have been served upon the employee which the Employer intends to use in regard to the specific grievance,
- 5.10 When one party submits a grievance to Arbitration in accordance with Article 5.2 or 5.3, that party shall notify the other party in writing, of its intention to submit the grievance to Arbitration and such notice shall include the name and address of the first party's nominee to the Arbitration Board.
- 5.11 The other party shall, within ten (10) days of receipt of such notice, notify the first party, in writing, of the name and address of their nominee to the Arbitration Board.
- 5.12 The two nominees so named shall, within fifteen (15) days, jointly appoint a third arbitrator who shall be the Chairperson of the Arbitration Board.
- 5.13 If the Employer's nominee and the Union's nominee fail to jointly appoint a Chairperson within the time limits, or if one party fails to appoint a nominee within the time limits, the Minister of Labour for Canada may be requested to appoint the nominee or Chairperson in accordance with Section 57(4) of the Canada Labour Code, as amended.
- 5.14 The Employer and the Union may by mutual agreement, in writing, agree to a single arbitrator who shall be the Chairperson and constitute the Arbitration Board.
- 5.15 The Employer and the Union shall each bear the total costs of its respective nominee to the Arbitration Board and shall share equally the total costs of the Chairperson of the Arbitration Board.
- 5.16 The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Arbitration Board. The decision of the Arbitration Board shall be final, binding and enforceable on all parties affected. The Arbitration Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement, but it is agreed that where disciplinary action is involved, the Arbitration Board shall have the power to amend a penalty imposed by the Employer.
- 5.17 The time limits specified in both the grievance and Arbitration procedures may be extended by mutual agreement between the Employer and the Union. Mutual agreement

to extend time limits must be in writing and signed by both **parties** before it will constitute mutual agreement for the purposes of this provision.

Article 6 - Probationary Period

6.1 Probation For Newly Hired Employees

A newly hired employee shall be on probation for the employee's first one-hundred thirty (130) days worked. Eight (8) regular hours of work (overtime excluded) shall equal one (1) day worked. The probationary period may be extended by mutual agreement between the Employer and the Union.

6.2 A probationary employee shall not be entitled to have his dismissal subject to the arbitration procedure under Article 5.

Article 7 - Hours of Work

7.1 (a) The Employer may schedule and assign employees to a Standard Work Week Schedule or a Compressed Work Week Schedule according to operating needs. The Standard Work Week Schedule or Compressed Work **Week** Schedule to which an employee is assigned may vary at different time periods and an employee may be assigned, from **time-to-time** to either of these **two (2) types of** schedules according to operating needs. The Employer will **consult** with employees respecting the conditions and the operation of Compressed Work Week Schedules. Implementation of Compressed Work Week Schedules shall be subject to agreement of the majority of affected employees who shall have assistance of the Union if they choose.

8 a 1, 7
40 (b) Standard Work Week Schedule - **The** standard hours of work and work week shall be forty (40) hours; five (5) days per week. As a norm, employees shall be entitled to two (2) consecutive days of rest.

(c) Compressed Work Week Schedule - Compressed work week schedules shall have daily regularly scheduled hours in excess of eight (8) hours and average weekly hours of forty (40) over the rotation cycle of the schedule.

7.2 When the needs of the operation require it, employees may be required to work additional hours beyond those referred to in Article 7.1 above.

7.3 The hours worked by employees shall be averaged over a six (6) month period: All hours worked in excess of 1,040 hours in said six (6) month period shall be deemed to be overtime work. The parties **jointly** support a Canada Labour Code hours of work averaging permit or modified work schedule permit where required.

- (a) **Until** February 1, 2001, **for** employees within the scope of Canada Labour **Code** hours of work regulation governing grain operations, all hours worked in **excess** of 1,120 hours in said six (6) month period shall be deemed to **be** overtime work

7.4 Employees shall be compensated. for authorized overtime **work**, as referred to in Article 7.3 according to the following conditions:

- (a) The first forty (40) hours of authorized overtime worked during a six (6) **month** averaging period shall be compensated through paid Lime off in lieu of the authorized overtime at the rate of one and one-half (1 1/2) hours of paid time off for each one (1) hour of authorized overtime worked, For example if an employee works forty (40) hours of authorised overtime, the employee would **be** entitled to sixty (60) hours of paid time off.

- (b) If more than forty (40) hours of authorized overtime are worked in a six (6) month averaging period, the employee shall be paid for the aulhorized overtime worked at the rate of one and one-half (1 1/2) hours for **each** (1) hour of **authorized** overtime worked. Alternatively, at the request of the employee and with agreement of the Employer, these hours may be compensated through paid time off as provided in Article 7.4 (a).

7.5 Compensatory leave as referred to in Article 7.4 above shall **be** granted at times mutually agreed between the employee **and** the Employer within the six (6) month period immediately following the period in which **it was** earned. The parties recognize scheduling compensatory leave must take into consideration operating requirements and the need to arrange compensatory leave during periods of slower business activity.

7.6 The six (6) month periods referred to in Article **7. 3** and **7. 5** shall be designated by the Employer.

Article 8 - Recognized Holidays

8.1 Employees shall be entitled to the following recognized holidays with pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
First Monday in August	Boxing Day

In the Provinces of Alberta and B.C., Family Day will be a recognized holiday. In the Province of Manitoba, employees who have completed their **probationary** period will **be**

entitled to one floating holiday in each calendar year. This floating holiday will be taken on a day mutually agreed between the Employer and the employee.

- 8.2 Employees shall not be entitled to be paid for recognized holidays at times they are not working such as layoffs or unpaid leaves of absence. When an employee is receiving benefits through plans such, as sickness, long-term disability or workers' compensation, pay for the day of the recognized holiday will be determined according to the conditions of the applicable plan.
- 8.3 If an employee is required to work on a recognized holiday, the employee shall be compensated at the rate of one and one-half (1 1/2) hour for each hour worked in addition to pay for the recognized holiday which the employee is entitled to receive. Compensation shall provided based on conditions of Article 7.3.
- 8.4 Employees working Compressed Work Week Schedules will be entitled to eight (8) hours of holiday pay for recognized holidays, The method of administering holiday pay for employees working Compressed Work Week Schedules shall be established through consultation between the Employer and the Union.
- 8.5 A regular part-time employee will. be paid for recognized holidays on a prorated basis determined on the basis of the employee's regularly scheduled hours of work compared to the hours of work of a regular full-time employee.

Article 9 - Annual Vacations

Vacation Entitlement

- 9.1 Employees shall be entitled to annual vacations with pay according to the following schedule:
 - (a) After completion of one (1) year of employment, employees shall he entitled to two (2) weeks' vacation with pay.
 - (b) After completion of two (2) years of employment, employees shall be entitled to three (3) weeks' vacation with pay.
 - (c) After completion of eight (8) years of employment, employees shall be entitled to four (4) weeks' vacation with pay.
 - (d) After completion of seventeen (17) years of employment, employees shall be entitled to five (5) weeks' vacation with pay.
 - (e) After completion of twenty-five (25) years of employment, employees shall be entitled to six (6) weeks' vacation with pay.

- 9.2 Vacations shall be taken at a time mutually agreed between an employee and the employee's supervisor recognizing operating requirements and the personal preferences of the employee.
- 9.3 Employees shall take their vacation in the year of entitlement except in special circumstances approved by the Employer and provided the employee is entitled to more than three (3) weeks' vacation.
- 9.4 If a recognized holiday falls during the annual vacation of an employee, one (1) additional day with pay will be granted on a date mutually agreed between the employee and the Employer.
- 9.5 One (1) week's vacation shall equal forty (40) hours of scheduled time off.
- 9.6 Vacation pay for regular part-time employees and for employees who work less than a full year will be calculated on a prorated basis determined on the basis of the employee's regularly scheduled hours of work compared to the hours of work of a regular full-time employee.

Article 10 - Leaves of Absence

- 10.1 Requests for leave of absence without pay shall be submitted to the Employer for approval as far in advance of the requested leave as possible. Such requests will be dealt with at the discretion of the Employer.
- 10.2 Leave of absence with pay, benefits and accumulation of service shall be provided during the period of absence while on jury duty. Any jury duty pay received by the employee must be remitted to the Employer,
- 10.3 A leave of absence of up to three (3) consecutive days, immediately following the day of **death** of an immediate family member to allow employees to attend the funeral and/or to make funeral arrangements.

Where major travel or special circumstances are involved in the arrangement or attendance at such funeral, an employee shall be granted up to two (2) additional consecutive days of leave.

During a bereavement leave, an employee is paid their regular pay for all normal working days that fall within the leave of absence.

For the purposes of this Article, immediate family is defined as spouse, parent, child, **sibling**, spouse's parent, child or sibling, child's spouse, grandparents or grandchild or

any other relative permanently residing in the employee's household or with whom the employee resides.

10.4 Family leave of **absence** of up to two (2) days with pay may be requested. This leave allows time off from work to fulfill family obligations relating directly to careful for a child, spouse, or parent **with** a serious health condition. If needed, an **extension** of this leave may be gamed.

10.5 Leave of absence for educational leave, and maternity/childcare leave shall be granted to employees in accordance with applicable laws/regulations and Employer policy. Such applicable laws/regulations and Employer policy shall not be considered incorporated by reference into this Agreement.

10.6 Leave of absence without pay shall be granted to employees for Union activities provided permission is granted, **by** the Employer. 'Union leave shall not be unreasonably denied. Employees **shall** continue to accrue service during such leaves.

Article 11 - Technological Change

11.1 "Technological change" means the introduction of equipment or material of a **different nature** or kind. than previously used by the Employer in the operation of its business, and accordingly affects a change in the manner in which, the Employer carries on its business that is directly related to the introduction of the equipment or material. - When the technological change is likely to adversely affect the security of employment of a significant number of employees, the provisions of this Article shall **apply**.

The security of employment of a significant number of employees shall be considered adversely affected when five percent (5%) or more of the total number of employees in the bargaining unit are likely to have their terms and conditions of **employment as** contained in this Agreement or their security of employment adversely affected as a result of the technological change.

11.2 The Employer shall provide the Union with written notice of technological change **at** least 120 days in **advance** of implementing the change. The notice shall provide information on the nature of the technological change, the date(s) on which the technological change will take effect, names of employees likely to be affected, the reasons for the technological change, and the effect the technological change is likely to have on the terms and conditions or security of employment the employees affected.

11.3 Forthwith upon this notice being given.:

(a) Notice will also be sent to each affected employee.

(b)

The Employer and the Union shall meet to develop adjustment mechanisms **and** initiatives to assist employees affected by the technological change. Such adjustment mechanisms and initiatives shall include, 'but not be limited to, training, placement within the Employer's organization, outplacement assistance and application of government assistance programs.

- 11.4 Employees likely to be affected by the **technological** change referred to Article 11.1 shall have the right to apply for other positions within the Employer's organization by bidding on posted positions.

When a position or positions are available **within** the Employer's organization but require training of an employee, the Employer will take reasonable steps to provide the training.

- 11.5 Sections 52, 54, and 55 of the Canada Labour Code, Part I or successor conditions do not apply during the term of this Agreement,

Article 12 - Employment/Income Security

- 12.1 It **is the** Employer's goal to maintain job security for employees and to manage changes in its business in a manner which recognizes the need to assist employees when such **changes** affect an employee's employment or security.
- 12.2 Employees who are permanently laid off will receive a minimum of four (4) weeks' notice of layoff or four (4) weeks pay in lieu of notice.
- 12.3 When an employee's job is eliminated for any reason and he/she has not obtained another position **with** the Employer or has declined **other** positions with the Employer, then the employee shall be entitled to an Employer-paid severance allowance of two **(2) weeks** severance pay per year of service up to the date the job is eliminated (prorated for partial **years**). The **date** on which **the** severance is paid shall be the employee's choice according to the conditions of Article 12.5.
- 12.4 Elimination, of an Employee's Job
1. When an employee's job is eliminated for any reason, the employee **may** endeavour to obtain **an alternate** position through consultation with Management and by applying for posted vacancies. Under no circumstance shall this Article 12.4.1 affect an employee's entitlement **to severance** under **Article 12.3**. An employee shall receive severance in all instances where he or she does not obtain or accept another position even if the employee decides for individual reasons not to apply for posted vacancies.

2. An employee who accepts a demotion as a result of exercising rights in paragraph 1 above shall his/her salary protected through the following “red circle” process:

- (a) For the first twelve (12) months following the change, the employee’s current salary shall be maintained.
- (b) In the thirteenth (13th) month and every twelve (12) months thereafter as may be necessary, an employee’s salary will be reduced by five (5%) until the employee’s salary equals 105% of the Job Rate for his classification.
- (c) If employee’s salary exceeds the Job Rate by less than 105% of Job Rate for the employee’s new classification, the employee’s salary will be maintained at this level. For example if an employee’s salary at the time of the demotion is 103% of the Job Rate of the new classification, the employee’s salary will be maintained at 1.03% of the Job Rate.
- (d) While an employee’s salary is red-circled according to the provisions of clause (a) to (c), the following conditions shall apply:
 - (i) If an employee voluntarily applies successfully for a position at a lower classification level, the job rate for the new position shall apply on the date the employee commences work in the new position-
 - (ii) If an employee voluntarily applies successfully for a position at the same classification level, the “red-circle” conditions of Article 12.4.2 shall continue to apply.
 - (iii) If an employee voluntarily applies successfully for a position at a higher classification level, the “red-circle” conditions of Article 12.4.2 shall continue to apply if the employee’s red-circle salary is higher than the rate applicable to the employee for the new position.
 - (iv) Employees whose salaries are “red-circled” according to the conditions of Article 12.4.2 shall be eligible for any negotiated salary range increases in this Agreement and any corporate or divisional bonus and incentive payments for which the employee is eligible.

10 12.5 An employee whose position is eliminated shall have the option of electing to be laid off and subsequently apply for posted vacancies for a period of twelve (12) months following the employee’s last day of work,. In this event, severance will not be paid until the end of this twelve (12) month period unless the employee elects at an earlier date to waive his or

her rights under Article 12.5. Severance paid shall be paid forthwith if an employee waives these rights.

An employee wishing to be informed of vacancies shall be responsible for accessing information and submitting his or her application to the Employer.

Article 13 -Health and Safety

- 13.1 The Employer and the Union recognize an employee's right to safe and healthy working conditions. The parties recognize the maintenance **and** development of these conditions as a common objective.

The parties will work cooperatively to prevent and correct any situation and, any conduct that may compromise employees' health and safety.

Article 14 -Classifications and Salaries

- 14.1 The classifications and annual salary ranges for **employees** covered by this Agreement shall be as set forth, in Schedule A which shall form part of this Agreement.
- 14.2 When the Employer initiates or revises a job classification, the Union shall be first advised..
- 14.3 Implementation of Salary Schedule A

The following special conditions shall apply to the implementation of Schedule A - Salary Schedule in recognition of instituting a uniform salary system for all employees:

- (a) The **classifications** and annual salary ranges in Schedule A shall. apply effective December 8, 1999. Salaries for individual **employees** on the implementation of this Agreement shall. be according to the schedule provided during negotiations subject to correction of any errors or omissions.
- (b) If an employee's salary on implementation of this Agreement is over the job rate for the employee's position, the employee's salary shall be maintained at the employee's current level subject to **the following conditions** of Article 14.3.
- (c) Employees whose salaries are "red-circled" according to the conditions of Article 14.3 shall not be eligible for any negotiated salary range increases in this Agreement until such time as the job rate for their classification exceeds the employee's red-circle rate.

- (d) Corporate or divisional bonus and incentive payments for which the employee is eligible **will** be paid. to the extent these combined amounts **added** to the job rate for the employee's classification, total more than **the employee's red-circle salary**.

For example, if the job rate for an employee's classification is \$45,000 and the employee's red-circle salary **is** \$47,000:

- (i) if combined corporate and divisional bonus/incentive payments for a crop year were \$3,000, this would result in the payment of \$1,000 to the employee.
 - (ii) if combined corporate and divisional bonus/incentive payments for a crop year were \$1,000, this would result in no payment to the employee since the total does not exceed the \$2,000 by which the employee is red-circled.
- (e) If an employee's classification changes as a result of **3** rating change as provided in Article 14.3, the employee's salary shall **continue to be** red-circled according to the conditions of this Article 14.3 and the salary adjustment conditions of Article 14.3 shall not apply.
- (f) If **an** employee accepts a demotion as a result of position elimination as provided in Article 12.4.2, the employee's salary shall be administered according to the conditions of Article 12.4.2
- (g) If an employee voluntarily applies successfully for a position at the same classification level, the "red-circle" conditions of Article 14.3 **shall** continue to apply.
- (h) If an employee voluntarily applies successfully for a position at a higher classification level, the "red-circle" conditions of Article 14.3 shall continue to apply if the employee's red-circle salary is higher **than** the rate applicable to the employee for the new position.
- (i) If an employee voluntarily applies successfully for **3** position at a lower classification level, the job rate for the new position shall apply on the date these employee commences work, **in** the new position.

14.4 Rating Changes

If an employee's position is classified at a lower level through a new rating of a facility based on operating results, the following conditions shall apply if an employee's salary is over the job rate of the reclassified position:

- (a) The reclassification shall be effective on August 1 of each year based on average operating results from the three (3) previous crop years.

- (b) Employees affected shall have their salaries red-circled according to the conditions of Article 12.4.2 (a) to (d).

Article 15 -General Conditions

15.1. Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the parties hereto so requires.

15.2 Entire Agreement

The parties agree that this Agreement, as written, constitutes the entire collective agreement between the Union and the Employer. Only appendices specifically included by reference in the Agreement shall be considered part of the Agreement. Any Letters of Understanding or other undertakings between the parties respecting application of past collective agreements or maintenance of practices pre-dating this Agreement shall be null and void unless specifically continued by written agreement between the Union and the Employer.

Article 16 - Term of Agreement

- 16.1 This Agreement shall be in full force and effect from December 8, 1999 to December 31 2001.

16.2 Changes in Agreement

Any changes deemed necessary to this Agreement may be made by mutual agreement in writing at any time during the term of this Agreement.

16.3 Notice to Bargain

Either party desiring to renew or revise this Agreement or enter into a new collective agreement shall, within a period not more than one hundred and twenty (120) days and not less than thirty (30) days prior to this Agreement's termination date, give notice in writing to the other party requiring the other party to commence collective bargaining.

Signed at Winnipeg, Manitoba this _____ day of _____, 1999.

FOR THE EMPLOYER

FOR THE UNION

Stan, Stewin

Don Paisley

Keith McKee

Garth Stephenson

Brian Halhead

Wayne Gilling

Neil Silver

Laurence Maloff

John Jenkins

Glenn Fehr

Bill Thiessen

Dennis Haglund

Gary Johanson

Hugh Wagner

Martin d'Entremont

Lawrence Maier

Schedule A - Salary Schedule

Employees shall be paid in the following annual salary ranges according to their classification. **An** employee's pay level within the range for the employee's classification will be determined based on the employee's demonstrated performance. The parties to this Agreement recognize the Annual Salary Ranges and the study paid to individual employees are minimums.

Classification	Annual Salary Range - December 8, 1999	
	Minimum	Job Rate
Agro Centre Manager III Elevator Manager III	53,690	67,080
Agro Centre Manager II Elevator Manager II Producer Service Representative	44,420	55,510
Agro Centre Manager I Elevator Manager I Mobiload Operator Plant Operator	40,360	50,420
Ag Tech Custom Service Supervisor Ag Tech Sales Supervisor Grain Manager	36,600	45,750
Repair Maintenance Technician Ag Tech Sales Assistant Manager II Cleaner Operator Grain Business Trainee	31,140	38,940
Ag Tech Custom Service Coordinator Assistant Manager I Booking Coordinator Office Administrator Plant Assistant	27,510	34,420
Ag Tech Shipper/Receiver Elevator Assistant Equipment Operator Office Assistant II Office Assistant Agro	22,790	28,480
Office Assistant I	20,730	25,880

Effective December 8, 1999, the classifications and salaries of employees shall be implemented in **accordance with Article 14.3,**

Schedule A - Salary Schedule

Employees shall be paid in the following annual salary ranges according to their classification. An employee's pay level within the range for the employee's classification will be determined based on the employee's demonstrated performance. The parties to this Agreement recognize the Annual Salary Ranges and the salary paid to individual employees are minimums.

Classification	Annual Salary Range - January 1, 2000	
	Minimum	Job Rate
Agro Centre Manager III Elevator Manager III	54,760	68,420
Agro Centre Manager II Elevator Manager II Producer Service Representative	45,760	57,200
Agro Centre Manager I Elevator Manager I Mobiload Operator Plant Operator	41,600	52,000
Ag Tech Custom Service Supervisor Ag Tech Sales Supervisor Grain Manager	37,760	47,200
Repair Maintenance Technician Ag Tech Sales Assistant Manager II Cleaner Operator Grain Business Trainee	31,760	39,720
Ag Tech Custom Service Coordinator Assistant Manager I Booking Coordinator Office Administrator Plant Assistant	28,400	35,500
Ag Tech Shipper/Receiver Elevator Assistant Equipment Operator Office Assistant II Office Assistant Agro	23,480	29,350
Office Assistant I	21,320	26,650

Effective January 1, 2000, employees shall receive a two percent (2.0%) increase in their salaries effective on this date (except as provided in Art 14.3).

Schedule A - Salary Schedule

Employees shall be paid in the following **annual** salary ranges according to their classification. An employee's pay level within the range for the employee's classification will be determined based on the employee's demonstrated performance. The parties to this Agreement recognize the Annual Salary Ranges **and** the salary paid to individual employees are minimums.

Classification	Annual Salary Range - January 1, 2001	
	Minimum	Job Rate
Agro Centre Manager III Elevator Manager III	55,860	69,790
Agro Centre Manager II Elevator Manager II Producer Service Representative	46,680	58,350
Agro Centre Manager I Elevator Manager I Mobiload Operator Plant Operator	42,430	53,040
Ag Tech Custom Service Supervisor Ag Tech Sales Supervisor Grain Manager	38,520	48,150
Repair Maintenance Technician Ag Tech Sales Assistant Manager II Cleaner Operator Grain Business Trainee	32,400	40,520
Ag Tech Custom Service Coordinator Assistant Manager I Booking Coordinator Office Administrator Plant Assistant	28,970	36,210
Ag Tech Shipper/Receiver Elevator Assistant Equipment Operator Office Assistant II Office Assistant Agro	23,950	29,940
Office Assistant I	21,750	27,190

Effective January 1, 2001, **employees** shall receive a two percent (2.0%) increase in their salaries effective on this date {except as provided in Art 14.3}.

Schedule B - Seasonal Employees

1. The only provisions of this Agreement applying to seasonal employees are contained in this Schedule B.
2. Seasonal employees shall be paid the following minimum hourly rates according to their classification. Payment above these minimums shall be at the discretion of the Employer.

	Date of Signing	January 1, 2000	January 1, 2001
Seasonal Clerk	\$7.50	\$7.65	\$7.80
Yard Worker	\$7.50	\$7.65	\$7.80
Truck Driver	\$9.00	\$9.20	\$9.40
Blend Plant Operator	\$9.00	\$9.20	\$9.40
Floater Operator	\$10.50	\$10.70	\$10.90

3. The conditions of Article 3 - Union Security, Membership and Dues shall apply to seasonal employees.

Letter of Understanding - Salary Progression

between

Agricore

and

Grain Services Union

Agricore is committed to a policy with respect to employees who are paid below the Job Rate for their classification of ensuring their accumulation of experience, knowledge, job skills and their increasing contribution is reflected in their growth through the salary range. During the term of this Agreement between the Agricore and the Grain Services Union, Agricore will maintain this policy including an annual allocation of budgeted funds to provide for this salary progression,

Employees who are paid below their Job Rate will receive an annual progression increase based on merit until they reach their Job Rate. Salary progression increases will not be provided for employees who do not meet performance standards for their jobs.

As a basis to implement the new Salary Schedule A, in calendar year 2000 employees will receive performance reviews on their anniversary dates. In calendar year 2001, January 1, 2001 will become a uniform date for the next performance review for all employees.

Signed at Winnipeg, MB this _____ day of _____, 1999.

For The Employer

For The Union

Letter of Understanding - Corporate and Divisional Incentive Plans

between

Agricore

and

Grain Services Union

During the term of this Agreement, the Employer will continue operation of its Corporate and Divisional Incentive Programs. The Employer, however, retains the sole discretion to administer and amend these Programs.

Signed at Winnipeg, MB this _____ day of _____, 1999.

FOR THE EMPLOYER

FOR THE UNION
