

# COLLECTIVE AGREEMENT

BETWEEN:

**GREAT LAKES ELEVATOR COMPANY LIMITED**

- AND -

**UNITED FOOD AND COMMERCIAL WORKERS  
CANADA, A.F.L., C.I.O., C.L.C.  
ON BEHALF OF LOCAL 175**

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TERM of AGREEMENT

**JANUARY 3, 2005 - JANUARY 2, 2008**

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## **ARTICLE 1 - PURPOSE**

1.01 The purpose of this Agreement is to establish and maintain a harmonious relationship between the Company and its employees, to provide an amicable method of settling any differences or grievances which possibly might arise; to provide for satisfactory working conditions, hours and wages of employees and to eliminate interruptions of work and interference with the efficient operation of the employer's business.

## **ARTICLE 2 - RECOGNITION**

- 2.01 (a) The Company recognizes the Union as the collective bargaining representative for all of its regular elevator employees excepting salaried staff.
- (b) Supervisory or salaried staff shall not perform work normally performed by members of the bargaining unit except in cases of:
- (i) training employees
  - (ii) experimentation
  - (iii) emergencies
  - (iv) the necessity of maintaining the efficient operation of the elevator.

To provide further that any such work performed by supervisory or salaried staff shall not result in reduction of the bargaining unit.

## **ARTICLE 3 - RELATIONSHIP**

3.01 There shall be no discrimination, interference, restraint or coercion by or on behalf of the Company regarding any employee because of membership in the Union.

The Union, its members and/or its agents, shall not intimidate or coerce or attempt to intimidate or coerce employees into membership and shall not on the Company's time or premises conduct Union activities except as herein expressly provided. The Union shall be provided with a bulletin board for the purpose of posting its Union notices.

#### ARTICLE 4 - UNION SECURITY

- 4.01 (a) The parties hereto agree to a check-off, compulsory upon all "employees" who come within the terms of this Agreement and such check-off shall continue during the period of this Agreement. The amount to be deducted shall be in the amount of union dues which may, from time to time, be assessed by the Union on its members according to its Constitution for general Union purposes and after forwarding to the Company, a certified copy of this resolution passed by the membership and signed by the President and Secretary-Treasurer of the local.

The deduction shall be made only in the conditions and circumstances laid down by the Constitution and By-Laws of the Union. The Company shall remit monthly by cheque, to total deductions to the local not later than the tenth (10th) day of the following month.

The deduction on the records of the Company shall constitute the sums so deducted as money held by the Company in trust for the local.

The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail ([remit@ufcw175.com](mailto:remit@ufcw175.com)) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet. in Excel, Quattro Pro, Lotus or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following information: as known to the Company.

1. **S.I.N**
2. **Employee number if applicable**
3. **Full name (Last/First/Initials)**
4. **Full address, including City and Postal Code**
5. **Telephone number (including area code)**
6. **Date of hire**
7. **Rate of pay**
8. **Classification**

- 9. **Full-time or part-time designation**
  - 10. **Union dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting**
  - 11. **Total dues deducted**
  - 12. **Back dues owing**
  - 13. **Vacation pay breakdown of dues owing**
  - 14. **Initiation fees deducted**
  - 15. **Total Initiation Fees deducted**
- (b) This provision for the Union security shall be enforced by the Company against each employee to whom the Agreement applies as a condition of his continuance in or entrance into the Company's services.
- (c) The Company, the Union, and the local shall do all such acts and things as may be required or necessary to the observance and carrying out of these provisions for Union security according to the true intent and meaning hereof.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The Union further recognizes the right of the Company to operate and manage the said elevator in all respects in accordance with its commitments, obligations and responsibilities to its shareholders, the right to decide on the number of employees needed by the Company at any time. The right to use modern methods, machinery and equipment and jurisdiction over all operations, buildings, equipment and employees at the said elevator are solely and exclusively the responsibility of the Company. The right to hire, promote, demote, discharge, or discipline for just cause in accordance with plant rules, relieve employees from duty because of lack of work, to maintain, discipline and efficiency of employees are also the **sole** function and responsibility of the Company, subject to the right of the employee to lodge a grievance as provided in the Agreement.

The Company agrees to notify the Union at least ninety (90) days in advance of any technological change which may be made to the employees' jobs. The substitution of a self-unloading vessel for a bulk carrier by a steamship owner shall not be construed as a technological change affected by the Company.

## **ARTICLE - SENIORITY**

- 6.01 Each of the parties hereto recognizes that employees are entitled to an equitable measure of security based on length of service. Seniority shall be determined by an employee's length of continuous service in the Company. In all cases of

promotion, demotion, transfer, layoff or recall of employees, seniority shall govern subject to the requirements of competence and fitness of the employees concerned and necessity of maintaining the efficient operation of the elevator.

Any employee shall cease to have seniority rights and his employee's status with the Company shall be terminated for all purposes if he:

- (a) voluntarily leaves the Company;
- (b) is discharged and not reinstated through the grievance procedure;
- (c) is laid off by the Company for a period exceeding his length of service with the Company, or a period of twelve (12) months, whichever is less;
- (d) fails to report for work within three (3) days after receipt of notice to return to work;
- (e) is absent for more than three (3) consecutive working days without just cause;
- (f) he does not return to work upon expiration of an authorized leave of absence, unless excused for reasonable cause. All authorized leaves of absence in excess of five (5) days must be given in writing by the Company.

Any employee whose seniority has been broken in accordance with the provisions heretofore set forth, shall on being re-hired be considered a new employee. Seniority shall be calculated from the first day of employment once the ninety (90) working day probationary period has been satisfied.

A seniority list shall be made up by the Company every six (6) months. One (1) copy shall be posted on the bulletin board and one (1) copy shall be supplied to the Union, Any error in the said list shall be taken up with the Company within one (1) week after such list has been posted.

Any bargaining unit employee transferred out of the unit and returns to the bargaining unit before one (1) year has elapsed will be credited with his full accumulated seniority. If he returns to the bargaining unit after one (1) year his seniority at the date of return will be one (1) year.

## **ARTICLE 7 - PROBATIONARY EMPLOYEES**

- 7.01 An employee shall be considered a probationary employee until he has completed **one hundred twenty (120)** days of work in a period of twelve (12) consecutive months.

Upon completion of the term of probation, the employee shall be entitled to have his/her name placed on a seniority list and concurrently attain the status of a regular employee.

A probationary employee, upon layoff, shall be given reason for his layoff and shall be advised whether he can expect a recall.

Notwithstanding any other provisions of this Agreement, a probationary employee shall not be entitled to:

(a) Contributions of the Company on his behalf in respect of Welfare Plans including:

- Hospitalization;
- Medical services and Pension Plan or Weekly Indemnity Plans;
- Group Life Insurance;

nor shall he be entitled to participate in any of the said plans until he meets the necessary eligibility requirements.

(b) Have his dismissal subject to the grievance procedure.

## **ARTICLE 8 - RECALL FROM LAYOFF**

8.01 A senior employee may request permission to replace a junior employee who is being laid off. The Company will grant permission if the senior employee can be satisfactorily replaced.

An employee may decline a recall from layoff without losing his seniority if work for five or more consecutive working days cannot be guaranteed by the Company.

Employees will be given as much notice as possible in advance of lay-off, at the least employees will be given seven (7) days advance notice of lay-offs or pay in lieu of.

## **ARTICLE 9 - RETURN TO WORK**

9.01 Any employee shall be entitled to his position after a temporary absence from work on account of illness, providing a doctor's certificate is produced, satisfactory to the Company, verifying that the employee has been ill and is in physical condition to resume employment. If he is physically unable to do the same work, or work similar to that which he was doing prior to his illness or accident, the Company shall transfer him to suitable work providing that the employee is willing to accept such

work at the rate then currently applicable thereto and provided suitable work is available.

#### **ARTICLE 10 - DISCHARGE**

10.01 No employee shall be discharged without justifiable cause. Any discharge may be treated as any other dispute under this Agreement. In the event that any employee is unjustly discharged and it is proven to the satisfaction of both parties, then the employee is to be reinstated with full compensation for lost time or any other arrangements mutually agreed upon by both parties.

#### **ARTICLE 11 - PLANT COMMITTEE**

11.01 A meeting of the Union committee and representatives of the management may be called by notice given in writing by either party forty-eight (**48**) hours prior to time of meeting. The party calling the meeting must advise in writing, included with notice calling the meeting, what matters are to be discussed. Anything further than business for which the meeting is called by be handled only by mutual consent.

#### **ARTICLE 12 - STRIKES AND LOCKOUTS**

12.01 There shall be no strikes, sympathy strikes, walk-outs, lock-outs slow downs, or other similar interruptions of work during the period of this Agreement.

#### **ARTICLE 13 - UNION COMMITTEES**

13.01 A grievance committee consisting of two (2) employees of the Company who have at least one (1) year seniority with the Company and who are members of the Union, shall **be** elected by the Union and the Union shall notify the Company in writing, within five (5) working days of any changes in committees. **The Negotiating Committee will be limited to two (2) members of the Bargaining Unit who will be appointed or elected by the Union.**

The bargaining committee will consist of two (2) employees, with one (1) of the two (2) being Local Chairman. Qualifications are as outlined above.

13.02 The authorized Business Agent or Union Representative of the Local Union may, at the discretion of the General Manager, receive permission to talk with any employees who are members of the Local Union regarding Union matters during regular working hours. Permission will not be unreasonably withheld. All discussions with employees **by** the Union Representative shall not exceed fifteen



(15) minutes and shall be carried on in the lunch room provided by the Company. These discussions with employees will not interfere with the efficient operation of the Elevator.

- 13.04 The Employer will pay one hundred percent (100%) of the wages of the Negotiating Committee for all negotiations, including conciliation and mediation.
- 13.05 The Employer and the Union will pay the cost of meeting rooms for all negotiations, including conciliation and mediation.
- 13.06 The Employer and the Union will pay the costs of the printing of the Collective Agreements. **The Union will provide the Company with a hard copy of the Collective Agreement and a disk copy in word format.**

#### **ARTICLE 14 - POLICY GRIEVANCE PROCEDURE**

- 14.01 Any differences between the Union and the Company arising out of the interpretation or the implementation of the provisions of this Agreement may be submitted in writing by one party to the other at the second step instead of following the regular procedure.

Discussions between the Company and the Union apart from the grievance procedure, shall not preclude either side resorting to the grievance procedure.

#### **ARTICLE 15 - GRIEVANCE PROCEDURE**

- 15.01 The procedure to be followed in the adjusting of any dispute or grievance shall be:
1. The employee with a steward and a delegate from management shall endeavour to adjust within three (3) working days the alleged grievance but, failing suitable adjustments, the grievance with full explanation, shall be put in writing and a copy thereof, supplied by the employee to both the grievance committee and the management within two (2) working days after the superintendent and employee have failed to agree.
  2. The grievance committee, the employee, a representative of the Union and plant manager with representatives of management shall meet within ten (10) working days after receiving notice of the Company's written response to Step 1. It is understood that not more than one (1) representative of either the Union or management may not be a regular employee of the Company.
  3. **Failing a satisfactory adjustment of the grievance, after the above procedure has been completed, where the Union or the Company**

wishes to submit a grievance to arbitration, it must do so by notice in writing to the other party not later than fifteen (15) working days after receiving the written response at Step 2. The grievance shall be submitted to a sole arbitrator chosen by mutual agreement. If the parties fail to agree upon a neutral arbitrator within fifteen (15) working days after either party has served written notice to the other party of its intention to refer the matter to a neutral arbitrator, the Minister of Labour will be requested to appoint a neutral arbitrator. Any grievance is not arbitrable if it has not been processed through all the steps provided for in the grievance procedure within the time limits therein indicated, or if it has not been submitted to arbitration in the manner and within the time limits provided for in the present collective agreement.

Neither party shall raise or proceed with a timeliness issue argument regarding "filing for arbitration" without having notified the other party of its final position on any given grievance in writing.

4. The time limits outlined in Article 16, #1,2,3, above, may be extended by mutual consent in writing.
5. The arbitrator's decision shall be final and binding on the Company, the Union and the employees concerned. The arbitrator shall not be authorized to alter, modify or amend any part of **this** agreement, nor to render any decision incompatible with the provisions of this agreement, nor to consider any matter not pertaining to the present agreement.
6. Each party shall pay its own costs and fees and expenses of witnesses called by it and all its representatives. The fees and expenses of the arbitrator shall be shared equally between the parties.

#### ARTICLE 16 - HOURS OF WORK

16.01 The normal working day shall be one of eight (8) hours. The normal working week shall be forty (40) hours consisting of five days each of eight hours' duration, Monday to Friday inclusive. The normal working day will be: 7:30 a.m. - 11:45 a.m.; 11:45 a.m.- 12:45 p.m. Lunch Break 12:45p.m. - 4:30 p.m.

16.02 The normal working day may be divided into two shifts for as long as the company deems it necessary.

Employees will be notified seven (7) days in advance to any changes in hours.

<u>Shift 1</u>	<b>7:30</b> a.m. - 11:30 a.m. 12:30p.m. - 4:30 p.m.	<b>11:30</b> - 12:30 p.m. Lunch Break
<u>Shift 2</u>	<b>9:00</b> a.m. - 1:00 p.m. 2:00 p.m. - <b>6:00</b> p.m.	<b>1:00</b> p.m. - 2:00 p.m. Lunch Break

All employees will be alternated on a regular basis for each shift subject to change if certain positions are to be filled. Final decision will be made by management.

### **ARTICLE 17 - OVERTIME**

17.01 Overtime at the rate of time and one-half will be paid for all work required to be performed:

- (a) Before 7:30 a.m. and after 4:30 p.m. on a regularly scheduled workday provided, the employee works for at least eight hours in addition to the overtime hours.
  - i) Shift 1 Workers: Before **7:30** a.m. and after **4:30** p.m. on a regularly scheduled workday provided, the employee works for at least eight (8) hours in addition to the overtime hours.
  - ii) Shift 2 Workers: Before **9:00** a.m. and after **6:00** p.m. on a regularly scheduled workday provided, the employee works for at least eight (8) hours in addition to the overtime hours.

If in the event that the Company determines that there will be more than one (1) shift, the i) and ii) above will apply.

- (b) Overtime at the rate of double time will be paid for all work required to be performed after 10:00 p.m. on weekdays and for all hours worked on Saturdays, Sundays and holidays as listed in Article 18.
- (c) Subject to the efficient operation of the elevator, overtime will be offered to employees on a voluntary basis, with the understanding that overtime will not be refused if specific jobs must be filled with an employee competent to do the work required, final decision will be by management.
- (d) It is agreed that when employees maintain a continuous operation through meal periods, employees will be paid for one meal period and permitted 30 minutes off premises, to secure said meal.

17.02 The Company shall endeavor to divide overtime hours so that full-time employees by classification will be receiving approximately the same number of hours. Overtime will be scheduled on a weekly basis. Employees on vacation or sick leave will not be considered for overtime because they are not working.

## **ARTICLE 18 - STATUTORY HOLIDAYS**

18.01 Employees who have been in the Company's employ for at least thirty (30) days prior to the holiday concerned, shall be paid for one-half day previous to the New Year's Day, New Year's Day, Good Friday, Victoria Day, **Canada Day**, Civic Holiday, Labour Day, Thanksgiving Day, one half day previous to Christmas Day, Christmas Day, Boxing Day, and one (1) Floating holiday to be taken on a day mutually agreed by the Company and the employee, even though no work be performed, at their prevailing rate for an eight (8) hour day, provided the employee has worked the hours in accordance with the Agreement both on the day preceding and following such holiday. In the case of sickness, provided a doctor's certificate, satisfactory to the Company is presented, an employee entitled to be paid for holidays shall be paid during illness for any holiday falling in this period. Employees on lay-off will receive holidays with pay for up to thirty (30) days following a lay-off.

Employees required to perform work on a holiday may elect to receive holiday pay as provided above or he may elect to receive an alternate day off with pay at some later date to be mutually agreed upon, no more than two holidays may be deferred in this manner at any one time.

## **ARTICLE 19 - CALL-IN**

19.01 Notwithstanding anything herein before contained, it is agreed that the Company will pay employees called out for special work in a minimum of four (4) hours wages at straight time, whether any work be performed or not. This is not to apply when completing an operation started during regular hours.

## **ARTICLE 20 - WAGES**

20.01 Occupational classifications and respective rates of pay governing employees covered by this Agreement are as follows:

### Occupational Classification

Operator 1	an employee with more than 12 years' service with the Company
Operator 2	an employee with <b>more than 9</b> years' service with the Company
Operator 3	an employee with more than 6 years' service with the Company

Operator 4 an employee with less than 6 years' service with the Company  
 Probationary Probationary Employee

Job Positions within each Operator # are:

Weighman Head Distributor General Maintenance Labourer

	UNIT	HOURLY WAGE RATE		
		Effective Jan. 3/05	Effective Jan. 3/06	Effective Jan. 3/07
Operator 1	A	\$20.39	\$20.74	\$21.09
Operator 2	B	\$19.23	\$19.58	\$19.93
Operator 3	C	\$18.48	\$18.83	\$19.18
Operator 4	D	\$17.73	\$18.08	\$18.43
Probationary- Beginning Rate	E	\$13.75	\$14.10	\$14.45

The Employer agrees to pay wage increases across the board with full retroactivity as follows: 35¢/hour - January 3, 2005; 35¢/hour - Jan 3/06; 35¢/hour - Jan 3/07. The scale above reflects these increases.

Employees designated by the Company, holding a Class 6 fumigation certificate, will receive twenty cents (20¢) hourly above their classification rate. Class 4 fumigation certificate, ten cents (10¢) hourly above their classification rate.

Employees designated by the Company as Leadhand will receive forty cents (40¢) hourly above their classification rate.

Probationary rate: Starting rate for probationary employees will be as per Unit E above with increases of fifty cents (50¢) per hour every four (4) weeks until they reach the Unit D rate with the last increase to be an amount to equal the Unit D rate.

Pay periods to be from Sunday to Saturday.

## **ARTICLE 21 - VACATION**

21.01 Annual vacations with pay in the year in which an employee accumulates the required years of service will be granted as follows:

- 1 or more years of service - 2 weeks
- 5 or more years of service - 3 weeks
- 10 or more years of service - 4 weeks
- 20 or more years of service - 5 weeks

Employees with four (4) or more weeks' vacation will arrange to take no more than three (3) weeks' vacation between April 16<sup>th</sup> and December 31<sup>st</sup> and the balance between January 1<sup>st</sup> and April 15<sup>th</sup> of the same calendar year.

**Two (2) weeks vacation** may be taken in less than weekly periods, to be mutually arranged between the employee and management. **Final decision will be made by management with at least one (1) day's notice required.**

The Company and the Union committee will discuss the timing of taking vacations.

Employees will be paid for vacations on the following basis:

For each week of entitlement 2% (two percent) of the employee's gross earnings for the previous calendar year, or forty (40) hours at the employee's classification rate, whichever is greater.

If a plant holiday falls within the employee's vacation period, he may elect to receive holiday pay as provided in Article 19 or receive a compensatory day's holiday with pay.

## **ARTICLE 22 - JOB VACANCY**

22.01 Permanent job vacancies above labour rate shall be posted on the bulletin board for three (3) days in order to give employees who are interested an opportunity to bid for the job. The company reserves the right to decide if and when a vacancy is to be filled, even after it has been posted and a successful candidate selected. Experience gained by an employee selected to do the job on an interim basis pending final selection, shall not be considered in the selection of the applicant. Filling of job vacancies shall be in accordance with Clause six (6).

## **ARTICLE 23 - RETIREMENT**

23.01 The normal retirement age for all employees covered by this agreement shall be sixty-five (65) years. Early retirement at age ~~sixty~~ **(60)** years of age shall be an option for **all** employees covered by this agreement. If the option to retire early is taken at age **sixty (60)** there will be no reduction of the pension benefit accumulated to that time.

Effective Jan 2, 2000 -time spent on lay-off will be counted towards credited service for pension calculations.

**The Company will credit back to all employees time spent on layoff that was not credited towards credited service for pension calculation.**

**Credited service will be calculated from the day the employee(s) joined the pension plan.**

#### **ARTICLE 24 - BEREAVEMENT LEAVE**

- 24.01 a) Employees who have completed their probationary period shall be granted five (5) regular scheduled consecutive work days' leave without loss of salary or wages in the case of the death of a spouse, child or parent.
- b) Three (3) days' leave as above will be granted in the case of the death of a brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law or sister-in-law, **son-in-law, daughter-in-law.**
- c) One (1) day's leave as above will be granted in the case of the death of a niece, nephew, aunt or uncle.
- d) One (1) day per year per employee shall be allowed with pay to allow an employee to act as a pallbearer.

#### **ARTICLE 25 - LEAVE OF ABSENCE**

25.01 Subject to the maintenance of efficient operations and its obligation to other employees, the Company will at the request of the Union, grant leave of absence without pay to any employee who has been delegated by the Union to attend a convention or other Union activity.

The employee who has been granted such leave of absence shall not lose any of his rights and privileges outlined in this Agreement.

25.02 A leave of absence shall mean an absence from work requested by an employee, in writing, and consented to by the Company, in writing. The letter shall indicate in full the reason for requesting the leave of absence and the time period of the absence. The granting or withholding of a leave of absence shall be in the discretion of the Company and such approval shall not be unreasonably withheld. Such leave shall be without pay.

25.03 The Company agrees to pay employees selected for Jury Duty or subpoenaed as a Crown Witness the difference between their standard hourly base rate and monies from Jury or Witness Duty fees with proof of service.

## **ARTICLE 26 - HEALTH & SAFETY**

26.01 It is the wish, both of the Company and the Union, that safe working conditions prevail at all times. Towards that end, both parties agree that a safety officer shall exist and work actively.

**The Company will pay each employee one hundred fifty dollars (\$150.00) per year as a Safety Shoe Allowance.**

## **ARTICLE 27 - HEALTH & WELFARE**

27.01(a) The Company agrees to provide its employees with a Health and Welfare package providing the following benefits:

1. Extended Health **Plan** as set out in Appendix #1.
2. A Group Life Insurance Plan based on **forty thousand dollars (\$40,000.00)** coverage per employee. This plan to include accidental Death and Dismemberment. Life Insurance benefits for laid off employees, will be paid for the duration of the lay-off up to a maximum of one year.
3. The Company will maintain a group sickness and accident plan for all its regular employees. This plan will provide Sickness and Accident Indemnity benefits effective January 1, 1998 of \$425.00 or E.I. maximum, whichever is greater, per week for a maximum of twenty-six (26) weeks of absence. Such benefits to commence on the first day of absence due to hospitalization, or non-compensable accident and on the fourth day of absence due to sickness.

Initial claim eligibility under the groups Sickness and Accident Plan will be determined upon receipt of properly documented medical evidence as submitted by the employee.

Prolonged absences covered by the Plan for which an employee seeks continuing benefits must be supported on request by periodic statements from the attending physician.

4. The Company will maintain a Long Term Disability Plan to provide benefits of sixty percent (60%) of the employee's base hourly rate on a monthly basis. This benefit to be effective when the group Sickness and Accident benefits have run out after twenty-six (26) weeks and will be payable to age 65 or death, whichever occurs first.



The Company will continue Extended Health benefits for laid-off employees with a minimum of six (6) years' service for up to four (4) months with the first month being the month of layoff.

Coverage for employees with less than six (6) years' service will end on the last day of the month in which they are placed on layoff.

In both cases, reinstatement will be the first (1<sup>st</sup>) day of the next month after recall.

5. The Employer agrees to provide benefit coverage which covers the cost of vision care for an employee and his dependents of two hundred dollars (\$200.00) every twenty four (24) months.

27.01(b) Ontario Dental Association dental fee amended from 1999 ODA to 2003 ODA fee schedule.

27.02 It is agreed and recognized by the parties that the Company will provide the foregoing benefits through an insurance carrier and will, in no circumstances, be considered as the insurer, and will be obliged hereunder only to pay the premium for the foregoing benefits. Eligibility for payment of benefits out of any health and benefit plan shall be subject to the terms and conditions of the policies which provide such benefits. All coverages are limited to the terms and conditions set out by the insurance carrier in its policies with the Company.

The Company shall have the right to change the carrier of the health and benefit plans noted in 27.01 above provided that the total benefits available to eligible employees who have completed their probationary period will be guaranteed to be as good as those in existence on the date of the ratification of this agreement.

## ARTICLE 28 - SICK PAY

28.01 In the case of a regular employee being absent because of sickness or accident, in each year of the contract, the Company shall pay up to a maximum of five (5) eight (8) hour days at the employee's hourly rate (Saturdays, Sundays and paid holidays excluded). In all cases, an employee who is sick must arrange to phone or have the superintendent advised prior to his regular reporting time to inform him he will not be in for work. If any of these days are covered by Workers Compensation or Group Insurance, the Company has no responsibility. The Company may require an employee to produce proof of illness in the form of

a medical certificate acceptable to the company from a duly qualified medical doctor. Sick days may be used for medical reasons requiring absence of the employee in the immediate family.

**ARTICLE 29 - MISCELLANEOUS**

- 1. The Company agrees to continue cross train employees. In doing so employees agree to cooperate and accept the training when offered to them. Once training on a position is completed, the employee will sign off as trained and may be required to perform that duty as required by management.
- 2. PENSION PLAN: The Company will provide the Union office with a copy of the Pension Plan.
- 3. Employees requiring personal time off will discuss the situation with his supervisor. Compassionate leave without pay will be granted by the company for employees to attend the funeral for other than immediate family.

**ARTICLE 30 - DURATION**

30.01 This Agreement shall be in full force and effect from January **3, 2005**, until January **2, 2008**, and thereafter from year to year unless either party gives notice in writing, of termination or of amendment not more than sixty (60) days and not less than thirty (30) days prior to the date of expiration.

IN WITNESS WHEREOF THE PARTIES hereunder set their hands and seals this day and year written above.

SIGNED, SEALED AND DELIVERED THIS 28<sup>th</sup> DAY OF July, 2005.

**UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION**  
on behalf of Local 175

**GREAT LAKES ELEVATOR COMPANY**

*Bob McG*  
*Ray Barfoot*  
*Richard [unclear]*

*Peter [unclear]*  
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L **OF UNDERSTANDING**

**THE  
GREAT LAKES ELEVATOR COMPANY  
LIMITED**

**OWEN SOUND, ONT.**

**For vessels unloading over an expected two day period.**

On the first night we will work until 11:00 p.m.

On the second day when vessels are at our dock unloading it is our intention to give the ship normal good dispatch.

In an effort to do this it would be our intent to survey the situation and position before 10:00 p.m. and if it appears the vessel can be completed by 2:00 a.m., we will work through to completion.

At 10:45 p.m., grain will be diverted to either bin 16, 10, 11, or 15, whichever bin is sufficient to handle the balance of the cargo.

All but one (1) Storage employee will be sent home which will leave two (2) Legman/Towerman and one Storage employee to finish the vessel.

Storage employee will check in with Foreman every fifteen (15) minutes by radio or other means if necessary.

The three (3) remaining employees who finish the vessel will then report to work eight (8) hours after their shift ends if it is a regularly scheduled work day. They will not be paid for hours missed, **Each individual employee has the option to report for work earlier at his/her own discretion.**

If it appears at 10:00 p.m. it cannot be completed by 2:00 a.m., we will work until 11:00 p.m. at the latest but the Company may opt to send employees home earlier if necessary due to unloading procedures.

**For vessels unloading over an expected three or four day period.**

The first day of unloading we will work until 11:00 p.m. The second day of unloading we will work until 11:00 p.m.

On the third or fourth day (final day of unload), it would be our intent to survey the situation and position before **10:00** p.m. and if it appears the vessel can be completed by 2:00 a.m. we will work through to completion.

At 10:45 p.m., grain will be diverted to either bin 16, 10, 11, or 15, whichever bin is sufficient to handle the balance of the cargo.

All but one (1) Storage employee will be sent home which will leave two (2) Legman/Towerman and one (1) Storage employee to finish the vessel.

Storage employee will check in with Foreman every fifteen (15) minutes by radio or other means if necessary.

The three (3) remaining employees who finish the vessel will then report to work eight (8) hours after their shift ends if it is a regularly scheduled work day. They will not be paid for hours missed. **Each individual employee has the option to report for work at his/her own discretion.**

If it appears at **10:00** p.m. it cannot be completed by 2:00 a.m., we will work until 11:00 p.m. at the latest by the Company may opt to send employees home earlier if necessary due to unloading procedures.

FOR THE UNION

Mike May  
Dwight Barfoot

Richard Wankone

FOR THE COMPANY

Peter M. Mudgett

**Appendix #1**  
**Benefit Comparison and Proposed Ontario Plan**

Major Medical Professional Services & Medical Equipment	Proposed
Prescription Drugs	Pay Direct/Generic substitution \$10 dispensing fee cap
Private Duty Nurse (annual maximum)	\$3000
Accidental Dental (eligibility within)	90 days
Cardiac Rehab	\$300/lifetime
Orthopedic Shoes	1 pair/year when part of a brace or 50% if specifically made
Hearing Aids	\$500/5 years
Prosthetics	Yes
Durable Medical Equipment	Yes
Physiotherapy	\$350/year
Chiropodist/Podiatrist	\$350/year
Osteopath	\$500/year
Nutritional Counselling	\$350/year
Wigs	\$1000/lifetime
Clinical Psychology	\$350/year
Naturopath	\$500/year
Speech Therapist	\$500/year
Masseur/Masseuse	\$500/year
Athletic Therapy	\$10/visit \$100/year
Chiropractor	\$500/year
Christian Science Practitioner	\$500/year

Benefit Comparison  
Current and Proposed Plans

Dental	Proposed Ontario Plan
Coverage:	
Basic	Yes
Major	Yes
Orthodontics	No
Fee Guide	<b>2003</b>
Deductible	Nil
Coinsurance:	100%
Basic	50%
Major	Nil
Orthodontia	
Maximum	
Basic/Major (annual)	<b>\$2000</b>
Orthodontic (lifetime)	N/A
Employee Contribution	Nil

Benefit Comparison  
Current and Proposed Plans

Ambulance/Hospital	Proposed
Hospital Ambulance	semi-private yes
Deductible	nil
Coinsurance	nil
Maximum	unlimited in Province
Out of Canada Benefit	unlimited
Employee Contribution	nil
Major Medical Health Care	
	Proposed
Deductible	nil
Coinsurance	80% of 1 <sup>st</sup> \$1000 100% balance
Benefit Maximum.	unlimited
Out of Canada	unlimited
Employee Contribution	nil
Vision	
	Proposed
Deductible	nil
Coinsurance	100%
Benefit Amount	\$175
Replacement	2 years
Employee Contribution	nil

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