

COLLECTIVE AGREEMENT

Between

**Steel Workers Union
Local 1-500**

and

**AGRIS CO-OPERATIVE Ltd.
(McGregor Location)**

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INDEX

<u>Article No.</u>	<u>Page</u>
1. Purpose of Agreement	3
2. Union Recognition	3
3. Union Security	4
4. Management Rights	4
5. Shop Stewards	5
6. No Discrimination	6
7. Disciplinary Procedure	6
8. Grievance Procedure	7
9. Arbitration	8
10. No Strikes - No Lockouts	9
11. Wage Rates	9
12. Hours of Work and Overtime	10
13. Annual Vacations	11
14. Statutory Holidays	13
15. Seniority	14
16. Lay-Off and Recall Procedures	16
17. Bereavement Pay	17
18. Employee Benefits	17
19. Leave of Absence	19
20. Sick Leave	20
21. Jury and Witness Duty	20
22. Reporting Allowance	20
23. Safety and Health	20
24. General	21
25. Duration of Agreement	22
Signatory Page	22
Letter of Understanding	23
Appendix "A"	24

Article 1 - Purpose

- 1.01** The general purpose of this Agreement is to establish a mutually satisfactory relationship between the Co-operative and its employees and to provide machinery **for** the prompt and equitable disposition of grievances, to **establish** and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of the Agreement.

Article 2 - Union Recognition

- 2.01** The Co-operative recognizes the Union as the sole bargaining agent for all its employees in ~~the McGregor~~ location save and except employees designated as Supervisor, grain administration ~~staff~~, sales staff and students employed during the school vacation periods.

- 2.02** Management personnel and other employees excluded from the Bargaining Unit will not perform the regular **work** of any employee in the Bargaining Unit except in the case of:

- a) Providing instruction to employees or inspection;
- a) Experimentation with tools, designs or processes; or
- b) In emergencies ~~or~~ when a Bargaining Unit employee who normally **performs** the **work** in question is not readily available to perform the required work.
- c) ~~To~~ occasionally relieve ~~an~~ employee for a short **period**.
- d) When a seniority employee ~~is~~ not available **for** work due to lateness or absenteeism.
- e) To handle unexpected customer demand.

No employee will be laid off as a result of any **of** the above or no employee will lose time **by** way of being sent home ~~or~~ having a shift cancelled as a result of the above.

- 2.03** The Co-operative will supply to the Union a list of the Supervisory Personnel who are classified as Supervisors.

Article 3 - Union Security

- 3.01** (a) All present employees covered under the ~~terms~~ of this Collective Agreement on the effective date of this Agreement and every new employee upon the completion of thirty (30) calendar days from the date of hiring, shall join the Union and remain a member of the Union in good standing as a condition of continued employment with the Co-operative.
- 3.01** (b) All present and new employees when hired by the Co-operative, will be informed by the Co-operative that ~~he/she~~ is to sign an Authorization Card authorizing the Co-operative to deduct from ~~his/her~~ earnings, union dues and union initiation fees.
- 3.02** Union dues will be deducted from the wages of all employees in each month. The Co-operative will remit such money so deducted along with a list of employees from whom the monies were deducted no later than the fifteenth (15) day of the month following the month in which such monies were deducted.
- 3.03** in order that the Co-operative may have definite instructions as to what amounts are to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Co-operative in writing, the amount of deduction to be made by the Co-operative for regular Union Dues. The Co-operative shall have the right to rely on such notification until it receives other written notification from ~~the~~ Union.
- 3.04** All employees including part-time and seasonal employees performing five (5) days work in any one month will pay Union Dues as per the Union constitution.

Article 4 - Management Rights

- 4.01** The Union acknowledges that it is the exclusive function of the Co-operative to hire, promote, classify, transfer, and suspend employees and also the right of the Co-operative to discipline or discharge any employee for just and reasonable cause provided that a claim by an employee, who has acquired seniority, that has been discharged or disciplined without just and reasonable cause may be the subject of a grievance and dealt with as ~~hereinafter~~ provided.

- 4.02** The Union further recognizes the right of the Co-operative to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing used, the right to use improved methods, **tools** and machinery are solely **and** exclusively the responsibility of the Co-operative.
- 4.03** The Co-operative has the right to make, alter, **publish** and enforce reasonable rules and regulations to be observed by its employees. Such rules and regulations may be revised by the Company, and the Union shall be advised in writing prior to their implementation.
- 4.04** It is agreed that none of the rights set forth in this Article will be exercised in any manner that is inconsistent with the terms **of** this Agreement.

Article 5 - Shop Stewards

- 5.01** The Co-operative recognizes the right of the Union to appoint a Steward or Stewards from the employees in the bargaining unit for the purpose of assisting employees in the processing **of** complaints or grievances.
- 5.02** The names of the steward(s), from time to time selected, shall be given to the Co-operative in writing and the Co-operative shall not be required to recognize any such steward until it has been so notified.
- 5.03** Steward(s) shall request permission from the Branch Manager and such request will not be unreasonably denied for the purpose of investigating complaints and processing grievances and **shall** not suffer any **loss** of pay **for** doing so. **The** Steward shall report to the Branch Manager upon completion **of** his investigation.
- 5.04** **The** Branch Manager **shall** permit employees to leave their workstations at the request of the Shop Steward who **is** conducting an investigation, or is processing a complaint or grievance. The Shop Steward and **the** employee shall be allowed to go to a place in the plant offering privacy and quietness to execute their business. This privilege shall not be abused by Stewards or employees.
- 5.05** To ensure compliance with Article 3.01 of this Agreement, Stewards will be allowed the necessary time to sign up newly hired employees for Union membership during working hours.

- 5.06** The Co-operative shall inform the appropriate Union Steward of a new employee hired in his area of representation on the day that such new employee commences his employment and when the new employee's probationary period has been completed.
- 5.07** In the event of lay-offs and recalls, ~~the~~ Shop Steward(s) shall be the last to be laid off and conversely, the first to be recalled by the Co-operative irrespective of seniority standing, providing the Shop Steward(s) have the skill and ability and are ready and able to perform the work after a reasonable trial and training period to learn the job and/or obtain any licences or permits that may be needed and therefore making them qualified to perform the work.

Article 6 - No Discrimination

- 6.01** The Co-operative and the Union agree to comply with federal regulations and that there will be no discrimination against any employee because of Union membership. Any reference in the Agreement to "he" or "she" shall be considered to refer to an employee of either sex.
- 6.02** The Co-operative agrees that there will be no discrimination, interference, restraint, or coercion exercised by the Co-operative or by any of its representatives in the performance of their duties for the Co-operative, with respect to any employee because of his/her membership in, or connection with the Union.
- 6.03** The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Co-operative by any of its members or representatives, and there will be no union activity, solicitation for membership and no meeting on company premises, except with the permission of the Co-operative. Such permission will not be unreasonably withheld.

Article 7 - Disciplinary Procedure

- 7.01** Any disciplinary action taken by the Co-operative shall be confirmed in writing. The co-operative shall provide the employee and the Union steward or appointee with a copy of any verbal or written warning affecting the employee and such warning will become part of the employee's record.

- 7.02 A Union Steward shall be present at meetings between management and employees when written reprimands are to be presented by Management to such employees.
- 7.03 The record of any disciplinary action shall not be referred to or used against the employee at any time after twelve (12) months following such action.

Article 8 - Grievance Procedure

- 8.01 "Grievances" as used in this Agreement will be any matter relating to wages, hours or working conditions, including question of, or compliance with the provisions of the Agreement and shall only relate to or concern any grievance which has arisen or arises subsequent to the date of this Agreement.
- 8.02 Time limits as defined in the Grievance Procedure shall include only normal working days and shall not include Saturdays, Sundays or Statutory Holidays and such time limits may be extended by mutual consent of the parties where application for such extension is made prior to the expiration of a time period as defined below.
- 8.03 Step #1 - Any employee in the bargaining unit having a complaint with regard to his relationship with the Co-operative under the terms of this Collective Agreement will meet and discuss any such problems with the Branch Manager in the presence of the steward of the employee's choice prior to initiating a formal grievance and within five (5) working days of the incident giving rise to the problem.

Step #2 - Should the Steward or the employee be dissatisfied with the Branch Manager verbal disposition of such complaint or request, the Steward may, within five (5) working days refer such grievance in writing to the Branch Manager who shall answer the grievance in writing within five (5) working days.

Step #3 - In the event the grievance is not settled in Step One or Step Two, the Steward may request a meeting with the General Manager (or appointee) of AGRIS Co-operative, which is to be held within ten (10) working days after the Union's receipt of the Branch Manager answer in Step Two and both the Co-operative and the Union may have outside representative's present. Such meeting time and place shall be mutually set by the parties. If the grievance is not settled at the meeting in Step Three then either party may refer it to Arbitration within the next ten (10) working days from the Union's receipt of the Co-operative's answer in Step Three and in accordance with Article Nine (9).

- 8.04** The Union or the Co-operative shall have the right to initiate a grievance of a policy nature, at Step Three of the Grievance Procedure within ten (10) working days of the date of the incident coming to the attention of either party. If the grievance is not settled within the allowed time limits and no written request for arbitration is received within the time limits, then it shall be deemed to have been abandoned.
- 8.05** Any grievance not appealed ~~from~~ a decision in one of the steps of the above Grievance Procedure to the next step within the prescribed time limits, shall be considered dropped and not subject to further appeal unless the time limits are extended by mutual agreement.

Article 9 -Arbitration

- 9.01** A sole arbitrator may be selected by the parties within ten (10) working days of receipt of the notice of intent to arbitrate. ~~In~~ such cases, the parties shall endeavour to agree on the selection of an arbitrator. In the event that parties are unable to agree within a further ten (10) working day period then they shall request Human Recourses Development Canada to select an impartial arbitrator.
- 9.02** The decisions of an Arbitrator shall be binding upon both parties and upon any employee affected by it.
- 9.03** ~~The~~ Arbitrator **shall** not have ~~the~~ power to alter, amend, modify, or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions ~~of~~ this Agreement.
- 9.04** The Co-operative and the Union **shall** jointly and equally bear the expenses and fees of the Arbitrator.

Article 10 - No Strikes - No Lockouts

- 10.01** It is agreed by the Union that there will be neither strikes nor picketing during the period that this Agreement continues in operation, and the Company agrees that there will be no lockouts during the period that this Agreement continues in operation. The terms "strikes" and "lockouts" as referred to in the paragraph shall mean "strikes" and "lockouts".
- 10.02** No action **will** be taken against any employee for refusing to cross a picket line set up in connection with a lawful **strike**.

Article 11- Wage Rates

- 11.01 The rates of **pay** for each position shall be in accordance **with** the schedule of wage rates attached hereto as Appendix "A".
- 11.02 Wages will be paid on a bi-weekly basis and shall **be paid** by direct **deposit on Friday not** later than noon. Pay information shall include the Company **Name** , rate per hour, number of hours worked, vacation **pay**, income tax deductions, deduction of any benefits, pay period, employees name etc.

Article 12 - Hours of Work and Overtime

- 12.01 The Co-operative does not guarantee the following hours of work or **any** other hours of **work**.
- 12.02 The **regular** workweek shall **be** forty (40) hours made up **of** eight (8) hours per day, **Monday** through Friday, broken only by the established **paid break** periods and **unpaid** lunch **period**.
- 12.03 Employees working in excess of **the** standard hours per week or **their** standard **hours** of work per day, shall be paid one and one-half (1 ½) their regular straight time rate for all hours so worked. There shall **be no** duplication **in** the calculation of overtime on a daily and weekly basis.
- 12.04 **The** employees acknowledge that the Co-operative shall have the right to **schedule** overtime when required. Employees based **on** seniority, skill and ability will have **first** opportunity to perform the required work **and** will co-operate fully in working overtime. If not **enough** employees are available to work overtime then management **can** assign this work **to non-** bargaining unit personnel.
- 12.05 **The** year. **for** the purpose **of** banking hours, shall **be the** Co-operative's fiscal year.
- 12.06
- (a) Overtime banking privileges shall be available to seniority employees **and** administered through the Co-operative's payroll **department** and shall be banked **on** the basis of time **and** one - half (1 ½) for all overtime hours **worked**.

- (b) Banked overtime shall not exceed one and twenty hundred (120) hours and must be taken at times mutually satisfactory to the employee and the Co-operative during the fiscal year in which it was earned. However, at least sixty (60) percent of all banked time must be taken during the months of January, February or March and **all** requests for time off shall be granted as requested.
- 12.07 An employee may request his banked overtime in compensation at any time by giving the Co-operative at least **two** (2) weeks notice.
- 12.08 When an employee requests to utilise banked overtime, it **shall** be in writing and he shall receive a written reply from management within four (4) working days as to whether the request has been granted as desired or denied. If denied, **the reason(s) for** denial shall be given.
- 12.10 If an employee ~~is~~ injured during his/her normal shift at work as a result of a work related injury and ~~is~~ unable to continue work, he/she will be paid for the full shift.
- 12.11 Employees shall have **two** (2) fifteen (15) minute rest periods during each working day. The first period may be taken no sooner than two (2) hours or not later than **(3)** hours after starting time, and the **second** rest period **may** be taken not sooner than six (6) hours or later than seven (7) hours after starting time. The Co-operative agrees to schedule a one (1) hour unpaid lunch break to employees at approximately mid-point through their standard workday.

Article 13 - Annual Vacations

- 13.01 The vacation year for employees shall be January 1st to December 31st.
- 13.02 Employees who **have** less than one year ~~of~~ service as of January 01 shall **be** entitled to vacation time on the basis of one (1) day of vacation for each full calendar month of service as of January 01, to a maximum of ten (10) days. Vacation pay shall **be** computed on the **basis** of four (4%) percent of gross earnings for the period worked between the date of commencement ~~of~~ employment ~~on~~ December 31 in the preceding year.
- 13.03 Employees should signify their vacation time preferences in writing to the Branch Manager by the 1st of April in each year. The Branch Manager shall reply in writing to each individual request within a five (5) working day period of ~~receipt~~ of such request. If denied, the reasons for denial will **be** included in the response by the Branch Manager and subject to the grievance procedure

When scheduling vacations, consideration shall be given to the employee's preference on a seniority basis, and consistent with the Co-operatives' need to adequately staff its business and the recognition that the Co-operatives' business is seasonal in nature.

- 13.04 The final vacation schedule for employees who indicate their vacation preference prior to April 1st will be posted on the Co-operative bulletin boards by May 1st in each year. Those applications for vacation received after the 1st of April in each year will be treated on a first come - first serve basis and therefore not subject to scheduling on the basis of seniority. Such vacation schedules may only be changed with the mutual consent of the employee concerned and the Branch Manager.
- 13.05 Employees, who by December 31st in any year have had continuous service of at least one year, are entitled to two (2) weeks vacation each year. After five (5) years continuous service, an employee is entitled to three (3) weeks vacation with pay. After ten (10) years continuous service, an employee is entitled to four (4) weeks vacation with pay. After seventeen (17) years continuous service, an employee is entitled to five (5) weeks vacation with pay.
- 13.06 Where a statutory holiday falls within the employee's annual vacation, such employee shall be granted an additional day's vacation or pay in lieu thereof, as mutually agreed by the employee and management.
- 13.07 Employees may be permitted to use vacation time as sick leave during an indefinite period of illness and after their sick leave has expired provided that they have vacation time credits available.
- 13.08 If an employee becomes ill for three (3) or more consecutive working days during his/her vacation, and is able to furnish a medical certificate to that effect, he/she may have such illness charged to his/her sick leave rather than vacation, provided that he/she has sick time credits available and has notified his/her Supervisor.
- 13.09 Employees eligible for 3 or more weeks vacation, may with prior approval of the Cottam Branch Manager, hold up to 10 days over to be used the following year. Vacation days not taken and not authorized to be carried over by December 31st each year, will automatically be deleted from the Payroll records. Vacation days have no cash value.
- 13.10 In the event of absenteeism from work without compensation in excess of sixty (60) calendar days during the course of the current vacation year, employees shall only be entitled to paid vacation based on the actual time worked. The remaining vacation time entitlement to employees based on

years of service as described in 13.05 shall be granted to employees if so requested, but shall be without compensation

Article 14 - Statutory Holidays

14.01 The following days shall be observed as holidays without deduction of pay:

New Year's Day	Thanksgiving Day	Labour Day
Victoria Day	Boxing Day	½ Christmas Eve Day
Civic Day	Good Friday	½ New Year's Eve Day
Christmas Day	Canada Day	1 Floater Day
Family Day		

14.02 The floater holiday can be observed on the employee's birthday or at any other time as mutually agreed to by the employee and the employer. There shall be no carry over of statutory holidays from one vacation year to the next vacation year except to handle situations, which will arise because of clause 14.03. The vacation year shall mean from January 1st to December 31st.

14.03 Employees who have been scheduled by management to work Christmas Eve Day and/or New Year's Eve Day will be given time off at a later date in lieu of time worked with pay calculated at the regular hourly wage rate.

14.04 In the event a statutory holiday falls on a Saturday or on a Sunday, the next workday shall be recognized and paid as a holiday. In the event that day is also a holiday, the next workday shall be recognized and paid as a holiday

14.05 An employee will not be paid for the above holidays unless:

- a) He/She worked their last scheduled working day before and their first scheduled working day after the holiday, unless the employee is absent on either and or the other, or both, of the above working days as a result of a certified illness or accident; or
- b) The general holiday occurs following completion of his/her first thirty (30) days of employment.

14.06 Employees working on a statutory holiday may be given the choice of an alternate day off at a time satisfactory to both the employer and the employee, or shall be paid time and one-half (1 ½) in addition to their regular rate of pay for such hours worked.

Article 15 - Seniority

15.01 The parties recognize that **job** opportunity **and** security should increase in proportion to length of service. It **is** therefore agreed, that in **all** such cases of vacancy, promotion, transfer, lay-off, recall from lay-off or termination other **than** discharge for just cause, senior employees shall **be** entitled to preference, provided the said senior employee has **the** skill and ability and **is** ready and able to perform the work after **a** reasonable trial and training period **to** learn the **job** and/or obtain **any** licenses or permits that may **be** needed and therefore **making** them qualified to perform the work. Seniority shall mean the length of continuous employment with the Co-operative in the Bargaining Unit from his/her last date of hire.

15.02 a) There shall **be** a probationary period for each new employee of one hundred **and** twenty (120) calendar days, which **must** be completed during **a** 12 month period after which the employee will **be** placed on the seniority list dating **back** to **the** original date of hire.

b) Seasonal employees working in **the** April 1 to May 31 and the September 1 to October 31 time period will be excluded from the provisions explained in 11.04 a) **and** will not accumulate time toward completion of probation.

During **this** period **the** employee **may** be **dismissed** at the discretion of the Co-operative which **shall** not **be** subject of **a** grievance, unless such discharge **is** discriminatory, arbitrary, unjust or in **bad** faith.

Where employees have the same **date** of hire, they **shall** be listed on the seniority list in alphabetical order.

15.03 Seniority shall be maintained and accumulated during:

- a) Absence due to a **lay off** *for* **a** period of twelve **(12)** months
- b) Compensable work related accident
- c) Certified sickness or accident for a period not to exceed **thirty-six** (36) consecutive months
- d) Parental maternity and adoption leave of absence **as** allowed and defined in the Employment Standard Act
- e) Absence due to an authorized leave of **absence** for **a** period not to exceed the duration approved.

15.04 Seniority and employment shall be lost and not reinstated for any of the following reasons:

- a) The employee terminates his employment for any reason; or
- b) The employee is discharged for any reason and is not re-instated in accordance with the **articles** of the agreement; or
- c) The employee is laid off and fails to return to work within ten (10) working days from the date of the mailing of the request by means of registered mail from the Co-operative to his last recorded address; or
- d) The employee has been on lay-off for a continuous period of twelve (12) calendar months; or
- e) **After** six (6) months absence from the scope of ~~the~~ Collective Bargaining Agreement due to work being performed for the Co-operative which is not covered by the Collective Bargaining Agreement; or
- f) Upon attaining Sixty-five (65) years of age and subject to the Canadian **Human** Rights Act

15.05 The Co-operative shall maintain seniority lists for ~~the~~ Bargaining Unit and such lists shall be posted on the bulletin boards for employee inspection. These lists shall be up-dated every six (6) months and a copy shall be provided to the Union.

15.06 The transfer of employees between branches for temporary periods shall be permissible with the understanding that employees so transferred shall retain their original branch seniority.

15.08 Job Postings

- (a) All Bargaining Unit vacancies will be posted for a period of five (5) working days during which time bargaining unit employees will have the opportunity to **apply** for said vacancies. Employees wishing to make application for these vacancies **must do** so in writing to the Branch Manager ~~for~~ the position being **posted**. These vacancies will be filled on the basis of seniority.

The successful applicant will be given a reasonable time to obtain any needed licences or permits that may be required.

- (b) Subject to 15.08 (a) any person employed, as a **part-time** employee will be **first** offered **any** full-time **employment** that may arise after the job posting procedure has been **completed** **and** before any other person outside the Bargaining Unit is hired by the Co-operative.

Article 16 - Lay Off and Recall Procedures

16.01 In the event of a lay-off or recall, it shall be accomplished as follows:

- a) Students then part-time employees shall be laid off first, then:
- b) Probationary employees, then;
- c) Lay-offs will be in the inverse order of seniority, that is, the employee with the least plant wide seniority shall be the first to be **laid** off providing the remaining employees have the skill and ability **and** are ready and able to perform the work available after a reasonable trial and training period to learn the job and/or obtain any licences or permits that may be needed and therefore making them qualified to perform the work.

16.02 When it is found necessary to recall **laid** off employees the senior ~~employee~~ on lay-off shall be recalled first providing the employee **has** the skill and ability and **is ready** and able to perform the work available after a ~~reasonable trial~~ and training period to learn the job and/or obtain any licences or permits that may be needed and therefore making **them** qualified to perform the work.

16.03 The employee so ~~selected~~ for recall shall be contacted by registered letter as outlined below ~~with~~ a request to return to work. A verbal request to return to work may be utilized, to attempt to have the employees return quickly to the **work** force, but in no case will an employee be considered ~~as terminated where~~ he answers negatively to a verbal recall or fails to give a **definite** answer to a verbal recall.

16.04 The Co-operative will confirm all recall notices by sending a registered letter ~~to the employee's last~~ know address. It is the responsibility of the employee to keep management advised of their current address. ~~If the employee fails~~ to return to **work** within ten (10) working days ~~from~~ the date **of** the mailing of the request by means of registered mail from the Co-operative the employee will assume the full responsibility for the consequences.

Article 17 - Bereavement Pay

17.01 In the event of a death of a spouse, a leave of absence of five (5) consecutive calendar days shall be granted the bereaved employee. In the event of death of an immediate relative, a leave of absence of up to three (3) consecutive calendar days shall be granted the bereaved employee for the purpose of attending the funeral. Such employee shall be paid his/her straight time basic rate of pay for the hours he/she otherwise would have worked during such leave. Immediate relative shall mean any member of the household in which he/she resides, the employee's mother, father, daughter, son, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law. One day shall be granted the bereaved employee for the purpose of attending the funeral of grandparents providing the day of the funeral falls on a normal working day.

If an employee requires more bereavement time, the employee would use a PPH or vacation day permitting he/she has approval from his/her supervisor.

Article 18 - Employee Benefits

For the purpose of calculation of any and all benefits under this article, your normal non-overtime schedule constitutes a regular workweek.

- a. The Co-operative agrees to continue its present premium contribution for these following benefits for the duration of this agreement for full time employees

FOR THE PURPOSE OF ELIGIBILITY OF ANY AND ALL BENEFITS UNDER THIS ARTICLE, ONLY PERMANENT FULL-TIME EMPLOYEES ARE ELIGIBLE FOR COVERAGE UNDER THE BENEFIT PLAN. THOSE EMPLOYEES AVERAGING TWENTY FOUR HOURS PER WEEK DURING A NINETY CALENDAR DAY PERIOD WILL BE CONSIDERED FULL TIME EMPLOYEES. EACH NEW EMPLOYEE WILL BE PROVIDED A LETTER OF EMPLOYMENT STATING THEIR STATUS AT TIME OF HIRING. PERMANENT PART-TIME EMPLOYEES, SEASONAL EMPLOYEES AND STUDENTS ARE NOT ELIGIBLE FOR COVERAGE UNDER THE BENEFIT PLAN.

- 1) Major medical coverage
- 2) Dental plan
- 3) Vision care
- 4) Life insurance

All employees of the bargaining unit shall continue to participate in these programmes in accordance with the provisions of these plans and any subsequent amendments. The Co-operative agrees to notify the Union of any changes in existing benefit programs.

BOOKLETS ARE ISSUED BY COMPANY

June 12/08
Alex to Elanthy
AM.

- 18.02 The Co-operative agrees to provide clothing to employees on a cost sharing relationship whereas the Co-operative provides identified clothing on a subsidized basis,
- 18.03 The Co-operative agrees to \$225.00 per year **towards the** purchase of safety **boots**. The employee *is* responsible to provide proof of purchase to receive payment. The work boots are intended for those employees designated **by** the Health and Safety Committee requiring safety footwear.
- 18.04 Full-time **employees** are allowed **the** opportunity to purchase consumer items **for personal use** at 20% below list price. Gasoline and convenience store items are exempted.
- 18.05 When a **seniority** employee is terminated **due to** McGregor Branch closing, he/she shall **be** entitled to termination pay equal to **two** weeks salary for each full year of employment which shall **satisfy** the employer's obligations under **the Canada Labour Code**. This payment shall not **be** considered **wages** or pay for **hours** worked.
- a. In the event of the lay-off of an employee (currently on benefit plan), coverage under the benefit package will continue for a period of **twenty-six** weeks under the following conditions:
- a) The Co-operative will continue to pay the cost of benefits for a period of **thirteen (13) weeks**
 - b) **The employee** may continue to be covered under the benefit plan for a period of thirteen (13) additional weeks, with **all** cost being paid by the **employee**
 - c) **The employee** has not declined any offer to return to work
 - d) All coverage **ends** at the end of the **twenty-six (26)** week period.

Article 19 - Leave of Absence

- 19.01 The Canada Labour **Code** provides rights **for** various unpaid Leaves of Absences. **The Co-operative** will adhere to these provisions. All requests for leave of **absence** shall be in writing and shall **be submitted** to the Co-operative for management approval not later than three (3) weeks prior to **desired** leave of absence to allow for rearrangement of work or **the** substitution of a replacement and **the leave is for good reason**
- a) Seeking or obtaining employment with another employer is not deemed to constitute *good reason*.

- b) Any leave of absence granted or approved under the provisions of this article will not affect any employee's seniority **rights** when used for the purpose granted.
- c) Employees ~~on~~ authorized leave of absence in excess of sixty (60) calendar days shall only ~~be~~ entitled to paid vacation based on ~~the~~ actual time worked.

19.02 An employee who has been elected or appointed by the Union to attend Union Conventions or Conferences shall ~~be~~ granted a leave of absence without pay for this purpose. The Union shall advise the Co-operative of the name of ~~the~~ delegate within two (2) weeks of the date of such absence. ~~No more than one (1) employees shall be granted leave under this clause at any one time for a maximum of five (5) days and this leave to exclude the months of May, June, July, October and November.~~

19.03 An employee with seniority, elected or appointed to ~~a~~ full time or part time position in the local Union or the National Union ~~will~~ be granted a leave of absence without pay for the length of time of his/her appointment to a maximum of three (3) months. During such leave, the employee's benefit ~~will~~ cease, ~~but~~ seniority will continue to accrue.

Article 20 - Sick Leave

20.01 Seniority employees, on completion of their probationary period, shall be allowed one half (1/2) day sick leave per month. ~~As~~ part of ~~this~~ contract all full time employees with 10 years of service or more are awarded 60 **sick days** in addition to any days in their ledger card ~~as~~ of April 1, 2008. ~~Part~~ time or employees with less than 10 years of service will be awarded a proportionate number of sick days. These sick days will ~~be~~ allotted to each employee's sick day ledger card at the end of each month at ~~the~~ Co-operative's head office. There ~~is~~ no ~~cash~~ surrender value for this sick **leave**. Sick **days** may also be used to address illness issues relating to children of the household in **which** the employee resides. Full details of ~~the~~ **AGRIS Sick Days** policy may be found in the **AGRIS Employee Manual**.

Article 21 - Jury & Witness Duty

21.01 ~~It's~~ agreed that an employee who is absent from work **due** to being called for jury duty or ~~to~~ call for jury or ~~as~~ witness in a work related court trial **shall be paid by the Co-operative the** difference between the earnings he/she would have received if he/she had been employed under his/her regular work schedule and ~~the~~ amount paid him for jury duty, provided;

- i) The employee gives the Co-operative prior notice that he/she has been called for jury duty;
- ii) The employee furnishes to the Co-operative satisfactory proof of such jury duty, showing the date and time served and the amount paid;
- iii) The employee reports for work on his regular schedule within a reasonable time after being dismissed from jury duty.

21.02 Expense monies received may be retained by the employee.

Article 22 - Reporting Allowance

22.01 An employee who reports for work and is not permitted to commence work or complete his/her shift for reasons beyond his/her control shall be paid not less than four (4) hours reporting pay.

To qualify for the above, an employee must remain on the job until told by the Supervisor that he/she may leave and he/she must accept alternate work if offered.

Article 23 - Safety and Health

23.01 Both parties hereto will co-operative to the fullest extent reasonably possible in the prevention of accidents and the promotion of the safety and health of the employees of the Co-operative. It is agreed that all employees will use the protective devices supplied by the Co-operative.

23.02 The Co-operative and the Union agree to name one employee representative and one co-operative representative to take part in a Joint Health & Safety Committee in conjunction with other employee and co-operative representatives from other branches of AGRIS Co-operative. This committee shall act within the scope of the Canada Labour Code Part II and meet as required by the Act.

23.03 The Co-operative shall provide safe tools, devices, equipment and protective clothing required to protect employees from industrial injury and illness. The Union will support the Co-operative in carrying out any reasonable accident and fire prevention programs.

23.04 Whenever an employee sustains an injury during working hours and is unable to continue working the remainder of his shift, the Co-operative agrees that it will compensate said employee to the extent that said employee will be paid his regular rate of wages including any shift premium or overtime for all remaining time left in his shift.

- 23.05 The Co-operative will not be responsible for the payment of such time and transportation, which would be compensated by the Workers Safety Insurance Board. The calculation of hourly rate shall be based on the employee's straight time hourly rate.
- 23.06 In the event of employees sustaining injuries or becoming affected by occupational diseases during the course of their employment with AGRIS Co-operative and become physically and/or mentally disabled as result thereof, every effort will be made by the Co-operative to give the disabled employee such suitable employment as is available.

Article 24 - General

- 24.01 The Co-operative agrees that the Business Representative (or his designate) may visit the premises covered by the Agreement, when necessary, to conduct Union business. The Business Representative (or his designate) will inform the Harrow Manager (or appointee) prior to the visit in order to make arrangements for the meeting. Permission will not be unreasonably withheld.
- 24.02 The Co-operative agrees to provide the Union with a Bulletin Board in the plant for the purpose of posting Union Notices. Union Notices will be posted only by Officers and Shop Stewards of the Union and will be in keeping with the spirit and intent of this Agreement. All notices will be shown to the Manager (or appointee) prior to posting.
- 24.03 The Co-operative will recognize a Union Negotiating Committee of two (2) employees who have acquired seniority under this Agreement, and this Committee shall consist of the current Steward and one (1) member elected by the employees in the Bargaining Unit plus one or two Business Representative's from the Union, for the purpose of negotiating the renewal of this Agreement.
- 24.04 Equipment It shall be the duty of the Co-operative to maintain all machines, trucks, etcetera in a safe operating condition in accordance with the Canada Labour Code Part II.
- 24.05 It is hereby understood and agreed that every employee shall, while the polls are open on election days, have four (4) clear hours for the purpose of casting his ballot. No employer shall make any deductions from the pay of any employee nor impose upon, nor exact from him any penalty by reason of absence from his work during such time off. This applies only to employees eligible to vote

Article 25 - Duration of Agreement

- 25.01 This Agreement **shall be** binding and remain in effect from **April 01, 2008** to **March 31, 2010** and **shall** continue in force from year *to* year thereafter unless either **party gives** to the other party, **notice** in writing within the period of ninety (90) days prior to the expiry of this agreement that it desires to amend or terminate the **Agreement**.
- 25.02 Where notice to amend the Agreement is given, the provisions of this **Agreement shall** continue ~~in~~ force until a **new** agreement is signed or the right to **strike or lock-out** occurs; **whichever is first**.
- 25.03 On completion of negotiations for a new contract, if an agreement **is** reached ~~between~~ the Co-operative and the Union negotiating committee, a Memorandum of Agreement **shall be** drawn up and signed by both parties **covering all and every** amendment to the Contract, before the Memorandum of Agreement ~~is~~ presented by the Union to the **membership** for ratification.

Signed this 12 day of June 2008.

For the Union



For the Co-operative



Letter of UnderstandingPari - time Employees

- (1) Part - time employees are employees employed for no more than twenty - four **(24)** hours per **week**
- (2) Part - time employees will not be utilized while regular full - time seniority employees are on lay-off for any reason.


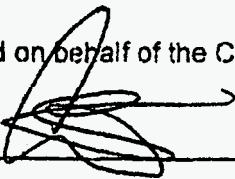
Seasonal Employees

The Union recognizes that the Co-operative **has** been employing **seasonal** employees, during peak periods who ~~are~~ not governed by this Collective Agreement, and that the Co-operative may continue this practice.

Seasonal employees will not be utilized while regular full - time seniority employees are on lay-off ~~for~~ any **reason**.

Signed on behalf of the Co-operative

Signed on behalf of the Union



Appendix A**HOURLY WAGE RATES**

<u>Job Classification</u>	<u>April 1, 2008 Rate</u>	<u>April 1, 2009 Rate</u>
Operator 1	\$14.15	\$14.35
Operator 2	\$16.55	\$16.75
Operator 3	\$18.60	\$18.80

Start Rate is ~~80%~~ of current job classification rate

Six Month Rate is ~~90%~~ of current job Classification rate

Sick days awarded as per article 20

- Russell Deslippe 60 days