

Collective Agreement

Between

AgPro Grain

and

Grain Services Union (ILWU • Canada)



Bargaining Unit 4.0

AgPro Grain – Saskatoon Terminal

Duration of Agreement
January 1, 2006 to December 31, 2009

THIS AGREEMENT made and entered as of this first day of January, 2006.

BETWEEN:

AgPro Grain,
(hereinafter referred to as the "Employer"),

OF THE FIRST PART,

And

GRAIN SERVICES UNION (ILWU • Canada),
(hereinafter referred to as the "Union"),

OF THE SECOND PART.

The Employer and the Union mutually agree as follows:

ARTICLE 1 - SCOPE AND RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer working at its Saskatoon terminal elevator excluding Terminal Administrator, *Settlement* Clerk, Network Manager, Terminal Operations Manager, Terminal Office Manager, Market Centre Manager Area 6, Manager Facilities Development and Maintenance, Coordinator Grain Marketing, and Senior Marketing Coordinator.

1.02 It is understood and agreed, inasmuch as the Employer recognizes the Union as the employees' bargaining agency, as evidence of good faith the Union assumes the responsibility for its members in their relations with the Employer, and will use its best efforts to have the employees' responsibility under the contract carried out in letter and in spirit, and to have its members deliver a fair day's work as called for by the position involved and the reasonable orders of the Employer.

ARTICLE 2 - SPIRIT AND INTENTION

2.01 The spirit and intention of this Agreement is to maintain good and amicable relations between the Employer and all of its employees covered by this Agreement. Therefore, this Agreement is in no sense to be taken as a discouragement to direct consultation where a solution can be reached by such means without having recourse to the bargaining procedure hereinafter provided.

ARTICLE 3 – DEFINITIONS

3.01 The classifications and status of employees shall be determined as follows:

- a) Regular full-time employee - an employee who is hired to work and who is normally scheduled to work the full prescribed hours per week.
- b) Part-time employee - an employee who is scheduled to work on a regular and recurring basis, exclusive of overtime, less than the prescribed normal hours of work.
- c) Casual employee - means an employee engaged on a partial day and/or week on an irregular basis or an employee engaged on a regular working day basis for a specific period not expected to exceed twenty-five (25) working days in a given year. Casual employees determined to have worked in excess of twenty-five (25) working days in a given year shall be considered a probationary employee with time served applied to

the probationary period. Individuals hired in this category are to be hired for a specific job, the amount and the type of work being known at the time of hire. The Company shall not use any system of consecutive hiring of casuals to avoid the hiring of employee(s) on a part-time, temporary, or full-time basis, and wherever practical these defined employee(s) must be hired prior to casual employee(s).

- d) Temporary employee - an employee hired for a specific period of time or for the completion of a specific job, which shall not be in excess of seventy (70) working days in any given year unless such period of employment is extended by the mutual agreement of the Employer and the Union.
- e) In respect of Article 3.01(c) and 3.01(d) working days is defined as days actually worked by the employee.

3.02 Service with the Company - service shall not include periods of casual employment. If employment with the Employer is broken by resignation or termination of employment, service prior to such resignation or termination shall not be included in computing service with the Employer. Temporary employment shall be considered as service with the Employer only when it is continuous with subsequent regular full time employment.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes that the Employer has the sole and exclusive right to manage its business in all respects in accordance with its commitments and responsibilities subject only to the specific provisions of this Agreement. Without restricting the foregoing, the Employer has the sole and exclusive right to plan, direct and control operations, to determine work and production schedules, to maintain order, discipline and efficiency, and to direct its work force; to hire, transfer, promote, demote, classify, reassign jobs or duties, or retire any employee; to suspend or discharge any employee for just cause; to reorganize, close, or disband any department or section thereof as circumstances may require; to determine the location of its operation and activities; to increase or decrease its working forces; and to make and alter from time to time rules and regulations to be observed by employees which rules and regulations shall not be inconsistent with the terms of this Agreement.

ARTICLE 5 - DUES CHECKOFF

5.01 The Employer shall deduct from the wages of each employee in the bargaining unit, whether or not the employee is a Union member, an amount equivalent to the regular monthly membership dues of the Union. Monies so deducted shall be forwarded by the Employer to the General Secretary of the Union within ten (10) calendar days following the month for which the dues were deducted. The Employer shall furnish the Union with a list of the names of employees from whom deductions have been made. It is understood that when an employee works less than forty-eight (48) hours in a month no deduction shall be made.

5.02 The Union shall notify the Employer in writing of any change in the amount of regular monthly membership dues at least one (1) month in advance of the end of the pay period in which the deductions aforesaid are to be made.

5.03 The Union shall indemnify and save the Employer harmless from any and all claims, demands, or proceedings that may arise from making the deductions aforesaid.

5.04 The Employer shall furnish the Union monthly with names of new engagements and terminations of employees covered by this Agreement.

ARTICLE 6 - STRIKES AND LOCKOUTS

6.01 The Union agrees that for the duration of this Agreement or any extension thereof, it will not cause, direct or consent to any strike action on the part of the employees represented by the Union, nor shall any employee(s) threaten or take part in a strike, and that if any such action should be taken by the employee(s), the Union will instruct the said employee(s) in writing to return to work and perform his or their usual duties and to resort to the grievance procedure established herein for the settlement of any complaint or grievance. If any such employee(s) shall strike he or they will be subject to disciplinary action or dismissal and such shall not be the subject of grievance to be dealt with as hereinafter provided.

6.02 The Employer agrees that it shall not threaten an unlawful lockout of any employee(s) and that there will be no lockouts of its employee(s) for the duration of this Agreement, or any extension of the same.

6.03 For the purpose of this Agreement, a strike shall be deemed to include any intentional slowdown, any intentional interruption of work, or suspension of work, any stoppage, labour holiday or continued meeting, picketing, or other collective interference with services or entry to or egress from the Employer's premises.

6.04 In the event of a strike in breach of this Agreement no party shall have resort to the grievance procedure until such strike is terminated.

ARTICLE 7 - UNION ACTIVITIES

7.01 Subject to Articles 9 and 10.10, the Union agrees that Union meetings will not be held on Employer premises, that no employee or Union official will engage in any Union business or activity on Employer time during his working hours or during the working hours of any employee, without first obtaining the written permission of the Employer.

ARTICLE 8 - UNION NOTICES

8.01 The Employer agrees to provide one bulletin board in its premises in a convenient location for the use of the Union. The main purpose of the bulletin board shall be for the posting of notices related to Union meetings, Union elections, the names of Union officers and staff, social and recreational events. Notices or other material that do not fall within the preceding definition shall require the prior approval of the Terminal Operations Manager or his delegated representative before posting.

ARTICLE 9 - UNION BUSINESS

9.01 The Business Representative of the Union shall in the course of his duties have access to the Employer's premises provided that the Business Representative has received the permission of the Employer, such permission not to be unreasonably withheld. Any business between the Business Representative and an employee shall be conducted during the employee's normal break, wherever possible.

9.02 The Employer shall recognize not more than three (3) Stewards who must be regular full-time employees of the Employer. The Union shall notify the Employer in writing of the names of the Stewards so elected and the Employer shall sign an acknowledgment of receipt of such notice. The Employer shall be obliged to only recognize those Stewards of whom it has been so notified.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 The parties hereto desire that every grievance shall be dealt with as quickly as possible. The grievance shall be submitted in the first step within fifteen (15) days of the circumstances giving rise to the grievance or in the case of employee on approved leave of absence or vacation, within fifteen (15) days of his return from such leave of absence or vacation.

10.02 For the purposes of this Agreement, a grievance is defined as a dispute or controversy between the Employer and one or more of its employees concerning the interpretation, application, meaning, operation or any alleged violation of the Agreement.

- 10.03
- a) The word "days" as used in Articles 10 and 11 shall mean working days, other than Saturdays and Sundays or a Statutory Holiday as referred to in Article 19.
 - b) The discussion and decision made on each grievance shall be limited to the matter specified in the written grievance at Step One (1).

10.04 A grievance must be submitted in writing by an employee, a Steward, or a staff member of the Union on the grievance form which the parties have agreed to use for this purpose, and shall be dealt with as follows:

STEP 1 The grievance shall be taken up with the Terminal Operations Manager or his delegated representative, who shall render a written decision within three (3) days of the receipt of the grievance.

STEP 2 Failing satisfactory settlement at Step 1 or failing receipt of a decision from the Terminal Operations Manager or his delegated representative, the grievance shall be taken up with the Regional Operations Manager or his delegated representative within five (5) days of receipt of the decision in Step 1. The Regional Operations Manager or his delegated representative must give his written answer within five (5) days of receipt of the grievance.

STEP 3 If a satisfactory settlement is not reached at Step 2 within the designated time, the General Secretary of the Union or his designate shall submit the grievance to the Employer's General Manager Grain Group or his delegated representative within ten (10) days of the date upon which the Regional Operations Manager issued or was required to issue his answer in writing. The General Manager Grain Group or his delegated representative shall give his answer in writing within ten (10) days of receipt of the written grievance. Failing settlement within the ten (10) day period, the grievance may be submitted to arbitration as hereinafter provided for.

STEP 4 A grievance is referred to arbitration by either party giving notice to the other in writing of its intention to do so. Such written notice shall be given within ten (10) days of the receipt of the decision in Step 3 or from the expiry of the time limits at Step 3, whichever is the earlier. Within seven (7) days of receipt of such written notice, each party shall appoint an Arbitrator. Within a further ten (10) days the two arbitrators shall appoint a Chairman to the Board. If the two arbitrators fail to agree and fail to appoint a Chairman within ten (10) days of their appointment, they shall request the Minister of Labour (Canada) to appoint a Chairman of the Arbitration Board and the person so appointed shall be duly empowered to act accordingly.

10.05 A grievance concerning a discharge of an employee shall be initiated at Step 2 of the grievance procedure by a written grievance being delivered to the Regional Operations Manager or his designated representative within seven (7) days of the dismissal. Thereafter the time limits set forth in the grievance procedure outlined above shall be followed.

10.06 The Union shall have the right to submit a policy grievance within fifteen (15) days of the circumstances giving rise to the policy grievance. Such grievance shall be initially presented in writing at Step 2 of the grievance procedure. Thereafter the time limits set forth in the grievance procedure outlined above shall be followed.

10.07 The time limits set out in this Article may be extended by written agreement of the parties, provided that requests for extensions are made prior to the expiry of the time limitation.

10.08 Employees may have the benefit of representation by a full time staff member of the Union at any step of the grievance procedure, if such member is available.

10.09 Should any grievance not be submitted or carried through by the employee or the Union within the time limits specified above, then the grievance shall be deemed to be abandoned and resolved on the basis of the Company's position at the preceding step, provided, however, that failure of the Union to proceed further with a grievance shall not, one way or the other, be considered as an agreement interpretative decision.

10.10 A Shop Steward will not leave his regular duties for the purpose of investigating or presenting grievances without first obtaining the permission of the employer, such permission shall not be unreasonably withheld. Absence for such purposes described above shall be regarded as time worked.

ARTICLE 11 – ARBITRATION

11.01 The Arbitration Board established under Article 10 (Step 4) shall not have authority to alter, enlarge, modify or change any of the provisions of this Agreement, or to insert any new provisions, or to give any decision contrary to the terms and provisions of this Agreement, nor to deal with any matter not covered by this Agreement. Where the Arbitration Board determines that an employee has been dismissed or otherwise disciplined by the Employer for just cause, the Board of Arbitration may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the Board deems just and reasonable under the circumstances.

11.02 The decision of the Arbitration Board or a majority of the arbitrators shall be final and binding upon the parties hereto and upon any employee or employees concerned. If there is no decision by a majority of the Board, then the decision of the Chairman shall be similarly final and binding.

11.03 No person who has a pecuniary interest in a matter before the Arbitration Board, or who is acting, or has, within a period of one (1) year prior to the date on which the notice of desire to submit the matter to arbitration is given, acted as solicitor, counsel or agent of any of the parties to the arbitration, is eligible for appointment as a Chairman of the Arbitration Board. Each of the parties hereto will bear the expense of an arbitrator appointed by it and the parties will share equally the expenses of the Chairman, if any. The proceedings of the Arbitration Board will be expedited by the parties hereto.

11.04 Nothing herein shall prevent the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this article relating to an arbitration board shall apply, mutatis mutandis, to the single arbitrator.

ARTICLE 12 - PROBATIONARY PERIOD

12.01 Probationary Employee

An employee who has been newly hired for a position must complete a ninety (90) working days probationary period. For the purpose of calculating the probationary period, eight hours of work shall constitute a working day. The Employer may extend the probationary period for a further ninety (90) working days by mutual agreement between the Employer and the Union. During this period the Employer shall have

the right to discharge a probationary employee in its sole and exclusive discretion and such employee shall be deemed to have been discharged for just cause.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 The parties recognize that job security should increase in proportion to length of service (seniority). It is therefore agreed that in cases of layoff and recall following a layoff employees with greater length of service shall be entitled to preference provided the senior employee to be retained or recalled, as the case may be, possesses, in the opinion of the Employer, which shall not be exercised in an arbitrary or discriminatory manner, the qualifications, skill and reliability to perform the tasks required.

13.02 For the purposes of this Article and Article 23.05, seniority shall be defined as the length of continuous service with the Employer, calculated from the date when the employee was last hired by the Employer. The length of continuous and unbroken service by an employee at the Saskatoon Terminal Elevator with the Government of Canada shall be recognized as service with the Employer, for the purposes of this Article, provided the employee accepted employment with the Employer as of December 29, 1979 and has been continuously employed with the Employer since that date. In the case of an employee who was once in the employ of the Employer, but who resigned or was discharged, or whose employment was terminated, seniority shall date from the most recent date of employment. Employees who were employed at the Saskatoon Terminal Elevator as of December 29, 1979 and who after having accepted employment with the Employer, were laid off shall retain seniority for such service prior to layoff but shall not accumulate seniority while on layoff.

13.03 An employee shall not acquire seniority rights until he has completed the required probationary period, or extended probationary period, as the case may be, as defined in Article 12. An employee who successfully completes the probationary period shall be placed on the seniority list at that time, backdated to his date of initial hire.

13.04 An employee's seniority shall be forfeited with no obligation on the Employer to rehire such employee in the event of any one of the following occurrences:

- a) If he quits voluntarily; or
- b) If he is discharged for just cause and is not reinstated under the grievance and arbitration procedure; or
- c) After obtaining an authorized leave of absence, he fails to report to work at the expiration of his leave of absence, or as provided in this Agreement; or
- d) After having been on continuous layoff for a period of twelve (12) months or more; or
- e) If, while on an authorized leave of absence, the employee takes employment elsewhere contrary to the terms of this Agreement; or
- f) If he fails to return to work at a time designated by the Employer when recalled following a layoff.

13.05 An employee on a paid leave of absence or on unpaid leave referred to in Articles 20.07 and 20.08 shall continue to accumulate seniority, vacation credits and other benefits.

13.06 An employee on any leave of absence without pay or on layoff shall continue to maintain seniority and other benefits accumulated prior to taking the unpaid leave of absence or being laid off but he shall not further accumulate seniority, vacation benefits or other service benefits.

13.07 Employees shall receive, upon request, any accumulated vacation at the time of layoff. The period of layoff shall commence the first working day following the completion of the vacation period.

13.08 In order to qualify for recall, an employee must keep his name, current address and telephone number on file with the Employer. The employee must be prepared to begin work at a time designated by the Employer.

13.09 An employee on the layoff list, when recalled to work following a layoff shall be given a minimum of twenty-four (24) hours advance notice in which to report for work. This notice shall be by telephone **or registered mail** to the employee's last known address. When an employee receives notice of recall by telephone, he must notify the Employer of his intention of accepting or rejecting the recall within the minimum 24-hour notice period following receipt of notice or he will be terminated. The employee shall have seven (7) calendar days from the date the notice was sent by registered mail to notify the Employer of his intention of accepting or rejecting the recall or she/he will be terminated.

13.10 Full-time employees shall accumulate seniority based on length of service pursuant to Article 3.02. Part-time employees will accumulate seniority and benefits on a pro-rated basis. However, if a part time employee is subsequently made a regular full time employee in the same classification his service as a part time employee in that classification shall be included in his probationary period and effective seniority date on the basis of eight hours of part time work equaling one working day of regular full time employment.

13.11 For layoffs less than three (3) months in duration, the Employer shall give five (5) working days' notice of temporary layoff. For layoffs greater than three (3) months in duration, the Employer shall give ten (10) working days' notice of layoff. However, at no time shall notice be less than that provided by the Canada Labour Code.

13.12 An employee who as a result of exercising their seniority under this Article, obtains a position rated lower than their current position, shall have their wage rate maintained for six months subject to the following terms:

- a) An employee who has their wage rate being maintained, if recalled to their original position shall accept the recall or accept the reduction to the wage rate of the position they occupy;
- b) Employees recruited for the third shift are exempt from this clause.

ARTICLE 14 – WAGES

14.01 Subject to Article 24, the Scale of Wages and Job Classifications shall be as set forth in Schedule "A" attached hereto and such Schedule shall form part of this Agreement, provided that the Employer may, for the purposes of recruitment or retention of employees during the life of this Agreement, establish an hourly rate for a particular classification higher than the hourly rate prescribed in Schedule "A". The Employer shall notify the Union, in writing, of the establishment of any such higher classification rate.

14.02 Any employee, who at the time of signing this Agreement, is receiving a higher rate than that specified in the Wage Schedule, shall not have his rate reduced.

14.03 Set out in Schedule "A" as follows:

Amend Salary Schedules as follows:

Effective **January 1, 2006: Increase all 2005 rates of pay by 2.5%.**
Effective **January 1, 2007: Increase all 2006 rates of pay by 2.5%.**
Effective **January 1, 2008: Increase all 2007 rates of pay by 3.0%**

Effective **January 1, 2009: Increase all 2008 rates of pay by 3.0%**

ARTICLE 15 - RELIEVING RATES OF PAY

15.01 A regular full time employee designated by the Employer to fill a position temporarily in the scope of this Agreement, paying a higher rate of pay, shall receive not less than the minimum of the range of the temporary position, provided that such period is of two (2) consecutive working days or more.

15.02 In the event of an employee's rendering temporary service in a classification in which the rate is lower than has been received by him, his regular pay shall not be reduced. Temporary service relates to relief circumstances. Temporary service does not include circumstances when an employee has been demoted or exercised seniority rights as found in this Agreement, specifically seniority rights in Article 13.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.01 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

16.02 The normal work week shall be comprised of forty (40) hours, which is made up of five (5) consecutive days, eight (8) hours per day, falling within the period Monday to Sunday. The daily hours are inclusive of rest periods and lunch periods except for day shift where the lunch period is excluded. On all shifts the Employer may schedule the lunch periods so that production is not interrupted.

16.03 All hours worked in excess of the normal hours of work in any day or week as provided for in Article 16.02 above, shall be paid for at the rate of time and one-half (1 ½) the regular hourly rate of pay to be paid to the employee. Double time the regular hourly rate of pay will be paid only in the following cases:

- a) for each hour of overtime worked after **twelve (12)** hours work in any day or
- b) after eight (8) hours work on an employee's first day of rest and for all hours worked on the second day of rest as defined in 16.06.

16.04 There shall be no pyramiding of overtime or premiums and therefore overtime shall not be paid under more than one provision of this Agreement. It is understood that both daily and weekly overtime shall not be paid, but the Employer will pay whichever is the greater.

16.05 Each employee shall receive a ten (10) minute rest period during each half working day and the paid rest period shall be approximately midway between each work shift, provided more than two (2) hours has been worked in each half day.

16.06 An employee shall be entitled to two (2) consecutive days of rest in a week. Such two consecutive days may be separated by a paid statutory holiday, and the consecutive day of rest may be in separate calendar weeks.

- a) A full time employee whose shift (e.g. day to evening shift or evening to night shift) is changed without eighty-four (84) hours prior notice shall be compensated at the rate of time and one-half (1 1/2) for the first full shift worked on the new shift. Subsequent days worked on the new shift shall be paid at straight time.
- b) By mutual written agreement the Employer and the Union may waive the application of the notice and overtime requirements in Article 16.07(a).

- c) In the case of casual or temporary employees, their shift schedule may be changed without notice, but whenever possible, the Employer shall give twenty-four (24) hours notice of any change.

16.07 Where the Employer determines there is a clear cut need, wash-up time up to a maximum of ten (10) minutes will be permitted immediately before the end of a work period.

16.08 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

16.09 a) Where an employee requests, and with the approval of the Employer, overtime shall be compensated by leave with pay. The duration of the leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the employee's regular straight time rate of pay in effect on the date immediately prior to the day on which the leave is taken.

- b) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer, provided however, that banked time must be taken within two (2) months of the overtime worked otherwise the overtime shall be paid out. Employees laid off or terminated shall receive payment for any banked overtime at the time of lay-off or termination.

16.11 Where overtime work is required, the Employer shall first attempt to enlist employees who are qualified to perform the tasks required on a voluntary basis, but where overtime is offered and there are no qualified volunteers available, then the Employer reserves the right to require employees who are qualified to perform the required tasks to work the overtime. Employees shall receive a meal allowance of \$5.00 when overtime work extends three (3) hours beyond the end of a shift.

ARTICLE 17 - SHIFT PREMIUMS AND REPORTING PAY

17.01 An employee will receive an evening shift premium of **ninety cents (90¢)** per hour for all hours worked, including overtime hours worked, on shifts more than half the hours of which are regularly scheduled between 4:00 p.m. and 6:00 a.m. except that an employee working on a shift regularly scheduled to start between the hours of 10:00 p.m. and 2:00 a.m. shall receive instead a night shift premium of **one dollar (\$1.00)** per hour for all hours worked.

17.02 In no case shall overtime on a day shift be construed as making evening shift premium applicable which, in the absence of overtime, would be a straight time day rate. In no case shall overtime on evening shift be construed as making night shift premium applicable to work which, in the absence of overtime, would include night shift premium.

17.03 Employees shall receive weekend premium of seventy-three cents (73¢) per hour in respect of all regularly scheduled hours at straight time hourly rates worked on Saturday and/or Sunday.

17.04 An employee who reports for work on his scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours pay at straight time, whichever is the greater. This shall not apply in cases where the employee was notified previously not to report for work on his scheduled shift. To qualify for payment under this provision, employees must have their current address and telephone number on file with the Employer.

17.05 Call Back - An employee called back to work on a designated paid holiday which is not his scheduled day of work or on his day of rest or after he has completed his regular full shift for the day and has left his place of work shall be paid the greater of:

- i) time and one-half (1 1/2) his regular hourly rate for all hours worked; or

- ii) four (4) hours' pay at his straight time hourly rate, provided that the period worked by the employee is not continuous to his normal hours of work and he was not notified of such overtime requirement prior to completing his last period of work.

17.06 Shift Leader - An employee required to work as a Shift Leader shall receive a pay differential of one dollar (\$1.00) per hour over and above the Assistant Cleaner's hourly rate of pay as set out in Schedule "A" of this Agreement in addition to any applicable shift premiums.

ARTICLE 18 – VACATIONS

18.01 The vacation year shall be from January 1st to December 31st.

18.02 An employee hired after January 1st in any year and who does not qualify for a full annual vacation shall accumulate vacation leave from date of employment to December 31st on the basis of one and one quarter (1 1/4) days for each whole calendar month of employment and any annual vacation so earned shall be taken in the current vacation year.

18.03 A full-time employee shall be entitled to the following vacation periods, namely:

- a) a full-time employee completing one (1) year continuous service with the Employer as at January 1st in any year shall be entitled to a vacation with pay of three (3) weeks (fifteen [15] working days);
- b) a full-time employee completing eight (8) years but less than eighteen (18) years of continuous service with the Employer as at January 1st in any year shall be entitled to a vacation with pay of four (4) weeks (twenty [20] working days) in the current vacation year;
- c) a full-time employee completing eighteen (18) years but less than twenty-eight (28) years of continuous service with the Employer as at January 1st in any year shall be entitled to a vacation with pay of five (5) weeks (twenty-five [25] working days) in the current vacation year;
- d) a full-time employee completing twenty-eight (28) years of continuous service with the Employer as at January 1st in any year shall be entitled to a vacation with pay of six (6) weeks (thirty [30] working days) in the current vacation year.

18.04 Employees shall take all their vacation leave in the vacation year in which it was earned. Vacations may not be accumulated from year to year unless otherwise mutually agreed to between the Employer and the employee affected, in writing.

18.05 Vacation time shall be granted by the Employer so as to least interfere with the continuance of operations. The vacation schedule shall necessarily conform to the requirements of the business. Wherever possible, vacations shall be taken at a time mutually agreeable to the employee and the Employer.

18.06 In calculating vacation entitlement the Employer shall recognize an employee's past service with the Canadian Government Elevator, and Northern Sales Co. Ltd., provided:

- a) such recognition only applies to continuous unbroken service with the Government immediately prior to December 29, 1979, and
- b) the employee accepted employment with the Employer as of the above date and has remained continuously in the employ of the Employer.

ARTICLE 19 - STATUTORY HOLIDAYS

19.01 The following shall be recognized as statutory holidays with pay at regular straight time hourly rates:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
August Civic Holiday	Labour Day.

Effective January 1, 1984, the Employer shall recognize an eleventh statutory holiday which shall be designated each year so as to provide a Christmas break of five consecutive days. Such designation shall occur as a result of consultation between the Employer and the Union Local.

19.02 In addition to pay for the holiday, an employee required to work on the statutory holiday will be paid not less than one and one-half (1 1/2) times his regular hourly rate of pay for all hours worked on that day.

19.03 Notwithstanding anything contained in this Article, an employee is not entitled to pay for a statutory on which he does not work where:

- a) He did not work his regularly scheduled working day immediately preceding or following the statutory holiday, unless absent with the Employer's consent.

19.04 If a statutory holiday falls within an employee's vacation period, then he shall receive an extra day's vacation.

ARTICLE 20 - LEAVE OF ABSENCE

Bereavement Leave

20.01 After ninety (90) calendar days or more service with the Employer, leave of absence with pay at regular straight time hourly rates up to three (3) consecutive working days shall be granted to an employee when there is a death in the immediate family of that employee for the purpose of arranging or attending the funeral. "Immediate family" shall be defined to include only the employee's mother, father, mother-in-law, father-in-law, spouse, son, daughter, sister, or brother, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandchild. Where major travel or special circumstances are involved, approval may be given by the Employer to extend the three (3) day limit to five (5) working days.

Adoptive, Maternity and Parental Leave

20.02 Employees shall be entitled to leave of absence for adoptive, maternity and parental leave according to the Canada Labour Code.

Paid Child Care Leave

20.03 An employee may be granted one (1) day's leave of absence with regular pay for needs directly related to the birth of her/his child.

20.04 An employee may be granted one (1) day's leave of absence with regular pay for needs directly related to the adoption of a child.

Jury Duty

20.05 In keeping with the policy that an employee not suffer a loss of pay while serving as a juror, the remuneration to be received by the employee on any working day the employees reports for or serves on the aforementioned, shall be the employee's regular rate of pay for the day less jury duty fees received for that day.

Union Leave of Absence

20.06 An employee who, at any time, is delegated to represent the Union at an annual or semi-annual meeting of the Union's representative bodies shall be granted reasonable time off without pay from his duties in order to perform said tasks. The Union must give at least two weeks' notice of the proposed period of absence. No more than one (1) employee may be absent at any one time and the leave of absence shall not exceed ten (10) working days total for any one calendar year.

Negotiating Committee

20.07 Leave of absence without pay for collective bargaining will be granted to a maximum number of two (2) employees.

General Leave of Absence

20.08 If circumstances permit, the Employer may grant leave of absence with or without pay for a justifiable reason. Any leave of absence shall be applied for in writing and shall specify the reason for requesting the leave. Any employee taking employment elsewhere during the period of leave of absence without the written consent of the Employer shall be subject to discipline or discharge at the option of the Employer.

20.09 An employee on a paid leave of absence under this Agreement shall continue to accrue vacation credits and other benefits.

20.10 Except in the case of leaves of absence provided for in Articles **20.02 to 20.07** inclusive, an employee on other leaves of absence without pay shall maintain benefits accumulated prior to taking unpaid leave, but shall not accrue further vacation or other service benefits.

ARTICLE 21 - WORKERS COMPENSATION (Accident Fund) ACT

21.01 An employee injured while on duty and having to leave his job because of injury received at work shall receive his regular day's pay provided he reports for medical treatment to the local hospital and returns to work immediately following treatment or at a time designated by the attending physician. If requested by the Employer, the employee shall provide a medical certificate completed by a duly authorized medical practitioner in order to be eligible for pay under this Article.

21.02 In all cases of temporary total disability, as defined by the Workers' Compensation Board in its administration of the Workers' Compensation (Accident Fund) Act, sustained by an employee as a result of an occupational accident covered by the Workers' Compensation (Accident Fund) Act, the Company agrees to continue to pay the employee an amount equal to his/her net earnings (after income tax) prior to injury during the period of such disability and negotiated increases whilst he/she is receiving full compensation from the Workers' Compensation Board, and retain the Compensation received from the Board.

21.03 In the event the Workers' Compensation Board reduces compensation payments below 100 per cent, salary payments will be adjusted to the percentage of compensation as determined by the Board.

21.04 An employee on Workers' Compensation shall only accumulate vacation credits for the first two (2) months.

21.05 The Company and the Union agree it is in the best interests of employees to return to work as soon as reasonably possible following compensable illness or injury.

With that in mind, employees will be offered a Modified Work Program when appropriate to do so which will be designed in conjunction with the employee, the supervisor, the employee's physician and the employee's union representative. The employee will continue to receive benefits of this Article during the program.

If the employee is able to perform modified work as established above and the Company has modified work available, the employee must perform the modified work.

An employee's participation in a Modified Work Program will not result in a layoff of other employees in the Company.

ARTICLE 22 - NOTICE OF TERMINATION AND PERMANENT LAY-OFF

22.01 An employee with 90 days or more continuous service whose employment is terminated or who is permanently laid off, at any time, for reasons other than just cause, shall receive fourteen (14) calendar days written notice or salary in lieu thereof. It is understood and agreed that the two (2) weeks written notice or salary in lieu thereof referred to above only applies when the Employer makes a final determination that any termination or lay-off is permanent in nature. Therefore, when the Employer lays off an employee, in the normal course, due to lack of work and at the time of such lay-off a recall date is not known, then notice or salary in lieu thereof need not be given until such time as the Employer determines permanency of the lay-off or until recall rights are forfeited under Article 13.04(d), whichever is the earlier.

ARTICLE 23 - JOB POSTINGS

23.01 **When Filling a vacant or newly created position** within the bargaining unit, the Employer shall post such vacancy or new position for a period of seven (7) calendar days in order to enable employees currently in the employ of the Employer to apply for the position. The job vacancy notice shall set forth classification for the position, rate of pay, a brief description of core job duties, qualifications required, primary work station (if applicable) and tentative start date. Employees will be required to apply in writing prior to the expiry date indicated on the job vacancy notice for any posted job for which they wish to be considered. Vacancies or new positions occurring in the Elevator Worker classification set forth in Schedule "A" shall not be subject to the provision of this Article.

23.02 The Employer may fill the job on a temporary basis during the period of posting.

23.03 There shall only be one posting in respect of each vacancy or new job.

23.04 Nothing contained herein shall restrict the Employer from advertising for a position outside of the bargaining unit or from considering applications for a position received from persons outside of the bargaining unit.

23.05 It shall be the policy of the Employer that in filling vacancies or new positions present members of the staff who submit applications will be given first consideration. Where, in the opinion of the Employer, which shall not be exercised in an arbitrary or discriminatory manner, the qualifications, skill and reliability of any of the competing applicants are equal, then the applicant with the greatest length of service with the Employer shall be entitled to preference.

23.06 An employee who is promoted to a higher classification shall be allowed a trial period of up to ninety (90) working days during which time the Employer shall determine the employee's suitability for the position. Within this period, the Employer may return the employee to the position formerly occupied by the employee in the event the employee proves unsuitable.

In respect to Article 23.06, working days is defined as days actually worked by the employee.

23.07 The Employer shall post all job opportunities from within Saskatchewan Wheat Pool and AgPro Grain on the bulletin board.

ARTICLE 24 - NEW CLASSIFICATIONS

24.01 The Employer shall notify the Union of any new classifications being introduced into the bargaining unit. The Employer shall advise the Union of the essential duties of the new classification and the wage rate proposed to be paid for the new classification. If the Union disagrees with the wage rate proposed by the Employer then it shall notify the Employer in writing to this effect, following which the parties shall negotiate with a view to settling the wage rate for the classification. The Employer shall be entitled to place employees in the new classification at the wage rate established by the Employer, provided that any person placed in the new classification shall be advised that the final wage rate is subject to continuing negotiations between the Employer and the Union.

ARTICLE 25 - EMPLOYEE APPRAISALS

25.01 Upon the written request of an employee, the Employer shall furnish the employee with a copy of his regular written performance evaluation when completed.

ARTICLE 26 - WELFARE BENEFITS

26.01 In the case of sickness, or disability arising out of sickness, all employees who have completed ninety (90) days or more continuous service with Company shall be entitled to benefits in accordance with the following plans:

- **SICK LEAVE PLAN A**

1. Employees shall earn and accumulate sick leave credits on the basis of one and one-quarter (1 1/4) days per month of continuous service from commencement of employment. Maximum accumulative sick leave credits shall be two hundred and fifty (250) working days.

2. Employees who are entitled to payment of wages during sick leave shall be paid at the rate of pay that would apply if the employee were not absent on sick leave to the limit of his/her accumulated sick leave credits and to a maximum of one hundred and nineteen (119) calendar days in any one illness.

3. All sick leave usage under this Plan shall be deducted from accumulated sick leave credits.

4. Employees shall be credited with sick leave credits that would have been accumulated to date had this plan been in place since their start of employment.

5. (a) Sick leave allowance payments shall not extend beyond normal retirement age.

(b) When sick leave allowance payments have expired, an employee may be granted leave of absence without pay as provided for in Article 20.09, Leave of Absence.

6. Sick leave allowance payments for the first day of any sickness may be withheld at the discretion of the Company.

7. Employees claiming sick pay must provide, on the request of the Company, medical verification of their condition and shall co-operate in submitting medical reports as required by the Company.

8. An employee on sick leave shall only accumulate vacation credits for the first two (2) months of sick leave.

9. Sickness and disability allowance payments under this Plan shall not apply to any employee receiving compensation under the Workers' Compensation Act.

• **EXTENDED SICK LEAVE PLAN B**

1. Employees shall be eligible for extended sick leave benefits so as to provide benefits in the amount of sixty-six and two-thirds percent (66-2/3%) of regular earnings to a maximum earnings ceiling of the Unemployment Insurance Commission program at the time of disability, for:

(a) the period of absence due to sickness in excess of a two-week waiting period in any one illness, or

(b) where sick leave credits in Plan A exceed two (2) weeks, benefits from this Plan shall commence at the expiration of sick leave credits in Plan A.

2. Maximum benefits payable in any one illness shall be for fifteen (15) weeks or for one hundred and five (105) calendar days.

3. Benefits under this Plan shall be reinstated immediately on return of an employee to work following an illness.

4. Benefits under this Plan shall not extend beyond normal retirement age.

5. The regular rate of pay which an employee is receiving at time of illness shall be used in determining benefits under this Plan.

6. Employees claiming sick pay must provide, on the request of the Company, medical verification of their condition and shall co-operate in submitting medical reports as required by the Company.

7. An employee on sick leave shall only accumulate vacation credits for the first two (2) months of sick leave.

8. Benefits under this Plan shall not apply to any employee receiving compensation under the Workers' Compensation Act.

▪ **DISABILITY INCOME – PLAN C**

1. Employees who have completed ninety (90) days of continuous service with the Company, shall as a condition of employment become members of the Disability Income Plan C designated as Group Policy Number G. 7080 carried by The Co-operators.

2. Group Policy No. G. 7080 will provide a benefit of 60 per cent (sixty per cent) of salary to a maximum monthly benefit of \$15,000 or 100 per cent (one hundred per cent) (of net) all source maximum, whichever is less.

3. The plan will provide a contribution to a defined contribution pension plan equal to 10 per cent (ten per cent) of monthly salary. The employee will continue to accrue pensionable service.

4. The Company agrees to write to The Co-operators General Insurance Company to register the following:

- (a) The right of any claimant to representation by a person(s) appointed by the Union provided the claimant has so indicated his/her desire in writing.
 - (b) That the insurer subject to (a) above shall communicate directly with a person(s) appointed by a claimant with respect to his/her claim.
 - (c) That the insurer subject to (a) above shall automatically send copies of all correspondence to the Union with respect to claims submitted by any of its members.
5. The premiums for this insurance shall be paid by the employee.
6. Benefits are non-taxable.

▪ ***INTEGRATION OF BENEFITS OF PLANS A, B, AND C***

1. Benefits from the three plans -- the Sick Leave Plan A, the Extended Sick Leave Plan B, and the Disability Income Plan C -- shall be integrated.
2. Employees eligible for benefits under Sick Leave Plan A, and Extended Sick Leave Plan B shall be covered by benefits under the two plans for a period not to exceed one hundred and nineteen (119) calendar days in any one illness.
3. When the period of such illness exceeds one hundred and nineteen (119) calendar days, provisions of the Disability Income Plan shall apply from the one hundred and twentieth (120th) day of the illness.
4. The Company and the Union agree to review Plan B and Plan C on an annual basis, including their performance, experience, and financial viability.

26.02 Modified Work Programs

1. The Company and the Union agree it is in the best interests of employees to return to work as soon as reasonably possible following illness or injury. With that in mind employees will be offered a Modified Work Program when appropriate to do so which will be designed in conjunction with the employee, the supervisor, the employee's physician and the employee's union representative. The employee will continue to receive benefits of this Article during the program.
2. If the employee is able to perform modified work as established above and the Company has modified work available, the employee must perform the modified work.
3. An employee's participation in a Modified Work Program will not result in a lay-off of other employees in the Company.

26.03 Group Life Insurance

1. All eligible employees who have completed 90 (ninety) days' service with the Company shall contribute to the Group Life Insurance Plan adopted by the Company and the Union. Such contributions shall be made by payroll deduction in accordance with the terms and conditions of the Group Life Insurance Plan outlined herein.
2. The Company and the Union agree to review jointly the Plan referred to in Section 1 above on an annual basis, including its performance, experience, and financial viability.
3. Employees who retire prior to their 65th (sixty-fifth) birthday shall, on retirement, be entitled to convert their group life insurance coverage to individual life insurance coverage at the group life insurance

rates provided under Policy G. 7080. Retirees exercising this option shall pay 100 per cent (one hundred per cent) of the premium for such coverage.

4. The Company will participate in the Group Life Insurance Plan designated as Policy G. 7080 carried by The Co-operators.

Group Life Insurance Plan G. 7080

▪ **LIFE INSURANCE**

- a) Three times annual salary to a maximum amount of \$250,000.
- b) Waiver of Premium for total disability to cease at retirement.
- c) Premiums shared equally between the employee and the Company.
- d) Optional Life Insurance available in units of \$10,000 to a maximum of \$250,000 with smoker/nonsmoker, male/female and age banded rates for employees, spouses and children, 100 per cent employee paid.
- e) Dependant life insurance, \$10,000 for spouse, \$5,000 for each dependant, 100 per cent employer paid.

▪ **ACCIDENT INSURANCE**

1. All eligible employees who have completed 90 (ninety) day's service with the Company shall be covered by the Accident Insurance Plan adopted by the Company and the Union.

2. Accidental Death and Dismemberment coverage equivalent to the amount of life insurance coverage to a maximum amount of \$250,000.

3. Accidental Death and Dismemberment benefits payable are for loss of:

Loss of	Amount
Total paraplegia, hemiplegia or quadriplegia or use of both arms, or both legs, or one arm and one leg on the same side of the body.	200% of basic group life insurance benefit
Both arms or both legs or both hands or both feet, or sight of both eyes, or one hand and one foot, or use of both hands or both feet, or one hand or arm and one leg, or sight of one eye and one hand or one foot, or speech and hearing in both ears.	100% of basic group life insurance benefit
One arm or one leg, or use of one arm, or one leg.	75% of basic group life insurance benefit
One hand, or one foot, or speech, or hearing in both ears, or sight of one eye, or use of one hand, or one foot.	66 2/3% of basic group life insurance benefit
The thumb and index finger of the same hand or, four fingers of one hand, or hearing in one ear.	33 1/3% of basic group life Insurance benefit

All toes of one foot.	25% of basic group life insurance benefit
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4. Rehabilitation benefit to a maximum of \$10,000.00 of eligible expenses.
5. Repatriation benefit to a maximum of \$10,000.00 of eligible expenses.
6. Home and vehicle modification to a maximum of \$10,000.00 of eligible expenses.
7. Critical Disease Benefit equal to 10% of basic life benefit.
8. All employees, ninety (90) days from the date of employment are required to participate in the Group Life Insurance Plan, Policy G. 7080 as a condition of employment.
9. Premiums for ADD coverage shall be paid by the Company.

▪ **DENTAL PLAN**

All eligible employees who have completed 90 (ninety) day's service with the Company are covered by a "user-pay" dental plan based on The Co-operators paid premium plan.

The Company agrees to pay 80 per cent (eighty per cent) of the cost of eligible basic services and 50 per cent (fifty per cent) of the cost of eligible major restorative and orthodontic services as defined by The Co-operators Plan. Combined maximum of \$1,500/per year per insured employee/person for eligible basic services and eligible major restorative services. Orthodontic services shall have a lifetime maximum of \$1,500 coverage per insured employee/person. **The lifetime maximum shall increase to \$2,500 coverage per employee or covered person for all treatment plans approved after January 1, 2006 or claims existing and active at January 1, 2006.** The balance of the cost to be borne by the employee.

Basic services shall include exam and cleaning once every twelve (12) months.

Implants and fluoride treatment for adults are excluded from coverage.

▪ **EXTENDED HEALTH CARE PLAN**

The Company shall provide an Extended Health Care insurance plan to all eligible employees who have completed ninety (90) days service as follows:

1. The Insurance Company will pay 80% of prescription drugs. This is a managed health care plan with drug card - life style drugs excluded; generic drugs where available.
2. The Insurance Company will pay 100 per cent (one hundred per cent) of all other eligible expenses as provided by the insurance carrier (no deductibles).
3. The company shall pay 100 per cent (one hundred per cent) of the premiums for the first year. Thereafter, any future premium rate increases will be paid by the employees (i.e. after May 1, 2001).
4. Temporary employees are excluded.
5. The benefit shall be pro-rated for part-time employees.

▪ **HEALTH SPENDING ACCOUNT**

The Company shall provide a Health Spending Account to all eligible employees who have completed 90 (ninety) days' service as follows:

1. **The Health Spending Account shall be increase to \$350.00 per employee per year commencing January 1, 2006 and \$400 per employee per year on January 1, 2007** for eligible health care, vision care, and dental care claims from the employee and eligible dependants.
2. The Health Spending Account may be used for all eligible health related expenses which are allowed by Revenue Canada under the Income Tax Act.
3. Eligible benefits include the employee paid portion of prescribed drugs, vision care expenses, paramedical practitioners' fees, basic dental services and orthodontic services.
4. Expenses will be reimbursed first through the employee's Extended Health Care Plan, Vision Care Plan or Dental Plan, then through the employee's spouse's plan, if applicable. Any remaining expenses can be claimed from the employee's Health Care Spending Account.
5. Unused amount may be carried forward one year.
6. The cost of this program will be paid by the Company.
7. Temporary employees are excluded.
8. The benefit shall be pro-rated for part-time employees.

▪ **VISION CARE**

The Company shall provide a Vision Care insurance plan to all eligible employees who have completed ninety (90) days' service as follows:

1. The Insurance Company will pay 100% of eligible expenses for prescription eye glasses or contact lenses required as a result of a medical condition to correct the employee's (and eligible dependants') vision.
2. The benefit maximum reimbursement shall be \$200 in any 24 (twenty-four) consecutive months per eligible person.
3. Premiums shall be paid by the Company.
4. Temporary employees are excluded.
5. The benefit shall be pro-rated for part-time employees.

ARTICLE 27 - TRADES TRAINING ALLOWANCE

1. **At the end of each apprenticeship term the Company agrees to pay an allowance equal to the difference between what the employee would normally receive under employment insurance benefits and previous employment earnings for the standard work week to employees who successfully complete that session's trades training and return to the employment of the Company.**

2. Payment will be made only for those apprenticeships and/or training arrangements approved by the Company. The Company shall determine the required amount of trade certified employees based on business/service demands.

3. Requests for a leave of absence to attend trades training and requests for the trades training allowance shall be submitted in writing by the employee to appropriate management personnel.

4. Payment of amounts set out in paragraph #1 above shall be paid in a lump sum allowance upon return to work at the end of each session. Employees requesting the allowance shall be required to submit proof of successful course completion and employment insurance benefit receipts. Calculation of previous employment earnings shall be based on forty (40) hours pay per week and will not include overtime pay.

5. In the event an employee has made arrangements for approved course attendance and a lay-off is invoked the employee will be entitled to benefits under this provision subject to the conditions referred to above.

6. In the event an employee's session of training ends while he/she is subject to recall from lay-off, the employee will receive payment of the allowance referred to in Section I above upon the return from lay-off, unless determined otherwise by employment insurance regulations.

7. The application and administration of the trades training allowance shall be reviewed annually by the Company and the Union jointly by April 30 to consider and/or incorporate employment insurance benefit changes that impact payment of the allowance described herein.

8. Employees who receive payments under these provisions and leave the Company on their own accord shall be required to pay the company an amount equal to the total amount on account of the training allowances, tuition, books and any other expenses paid by the Company for the training. The amount required to be repaid by the employee shall decrease \$2,500 for each 12 months of employment since the training was completed (prorated for partial years).

ARTICLE 28 – GENDER

27.01 In this Agreement, where the masculine gender is used, it shall include females unless otherwise specifically stated in the context of this Agreement.

ARTICLE 29 – WORKER ADJUSTMENT

28.01 In the event that an employee is permanently laid off work as a result of position elimination due to downsizing, contracting out, or technological change, the following would apply:

- a) The Collective Agreement would apply relating to lay-off in exercising seniority;
- b) The Company shall provide the employee with thirty (30) calendar days notice or pay in lieu of notice.
- c) Exercise the option of accepting severance based on two (2) weeks' pay for each year of service, pro-rated for partial years.

This Article is intended to assist employees affected by technological change and accordingly Sections 52, 54, and 55 of the Canada Labour Code with respect to technological change do not apply during the term of the Agreement.

ARTICLE 30 – DURATION OF AGREEMENT

29.01 This Agreement shall come into effect on January 1, **2006**, and shall remain in effect until December 31, **2009**. All amendments are effective date of ratification unless otherwise specified.

29.02 A party wishing to revise or terminate this Agreement shall notify the other party in writing not more than four (4) months prior to the expiry date hereof and on delivery of such notice the parties shall, within ten (10) days or such later time as may be mutually agreed, commence negotiations. During the period of such negotiations this Agreement shall remain in full force and effect. If notice is not given as above, this Agreement shall automatically be renewed from year to year thereafter unless notice is given in accordance with this Article.

This Agreement signed on behalf of the Employer and the Union the day and year first written above.

Grain Services Union (ILWU • Canada)

AgPro Grain

Schedule A
Classification and Wages (Article 14)

	2.5% Effective Jan. 1/06	2.5% Effective Jan. 1/07	3.0% Effective Jan. 1/08	3.0% Effective Jan. 1/09
ELEVATOR WORKER (Includes Annex, Basement, Shed, and Cleaning Floor Helpers)				
Start Rate	\$13.33	\$13.66	\$14.07	\$14.49
After 6 Months	\$14.35	\$14.71	\$15.15	\$15.60
After 12 Months	\$16.89	\$17.31	\$17.83	\$18.36
SENIOR ELEVATOR WORKER (One per shift on "D", Cleaner Floor, Receiving (Shtg.), Organ. Elevator, and One Basement (Day Shift))	\$18.93	\$19.40	\$19.98	\$20.58
CLEANER FOREMAN	\$24.58	\$25.19	\$25.95	\$26.73
ASSISTANT CLEANER	\$19.99	\$20.49	\$21.10	\$21.73
GRAIN INSPECTOR FOREMAN	\$24.58	\$25.19	\$25.95	\$26.73
GRAIN INSPECTOR III	\$19.99	\$20.49	\$21.10	\$21.73
ASSISTANT GRAIN INSPECTOR (Shaker - 2 positions)	\$18.93	\$19.40	\$19.98	\$20.58
CONTROL ROOM FOREMAN	\$22.53	\$23.09	\$23.78	\$24.49
CONTROL ROOM ASSISTANT	\$19.99	\$20.49	\$21.10	\$21.73
FACILITY/GROUNDS FOREMAN	\$22.53	\$23.09	\$23.78	\$24.49
MAINTENANCE FOREMAN	\$26.74	\$27.41	\$28.23	\$29.08
ELECTRICAL FOREMAN	\$26.74	\$27.41	\$28.23	\$29.08
JOURNEYMAN	\$22.47	\$23.03	\$23.72	\$24.43
4th YEAR APPRENTICE	\$20.84	\$21.36	\$22.00	\$22.66
3rd YEAR APPRENTICE	\$19.99	\$20.49	\$21.10	\$21.73
2nd YEAR APPRENTICE	\$19.33	\$19.81	\$20.40	\$21.01
1st YEAR APPRENTICE	\$18.80	\$19.27	\$19.85	\$20.45

- NOTE: (a) Senior Elevator Worker classification combines the old Elevator Worker II and III - Present Elevator Worker III's wage to be "green circled."
- (b) Shunt and Weighing Foreman positions eliminated become new Control Room positions, old position rate of incumbents to be "green circled."

DEFINITIONS:

Journeyman	Possesses a Provincial Trade Certificate. Has completed the four levels of technological training and four years trade experience.
4 th Year	Has completed third level of technological training and has 3 years trade experience.
3 rd Year	Has completed second level of technological training and 2 years trade experience.
2 nd Year	Has completed first level of technological training and 1 year trade experience.

The Employer will register staff in the Saskatchewan Apprenticeship program for training. The Millwright Program is 4 years and includes 8 weeks of technological training each year. Management reserves the right to choose and limit the employees enrolled in the Apprentice Programs.

Appendix I

LETTER OF UNDERSTANDING

Between:

AgPro Grain - Saskatoon Terminal

And

Grain Services Union (ILWU • Canada) – Unit 4.0

Management recognizes that from time to time there may be the need for an employee to attend to an emergency situation or serious illness of immediate family members during the term of this agreement. A leave of absence may be granted to the employee chargeable to sick leave at the discretion of management depending upon the particular situation.

Requests may be rejected or granted to an extent to be considered to be fair and reasonable to management.

DATED this 1st day of January, 2006.

Grain Services Union (ILWU • Canada)

AgPro Grain

Appendix II

LETTER OF UNDERSTANDING

Between:

AgPro Grain - Saskatoon Terminal

And

Grain Services Union (ILWU • Canada) – Unit 4.0

- a) Health and Safety - Employees at the Saskatoon Terminal Elevator shall be enrolled on a voluntary basis in the lung function and health monitoring program in place for Saskatchewan Wheat Pool employees.
- b) Terms of Reference for Joint Occupational Health and Safety Committees will be established by the Committee and posted on the bulletin board.
- c) Work Clothing
 - i) The Employer will provide each employee with two pairs of coveralls per year and a Company-paid cleaning service for said coveralls.
 - ii) The Employer will issue to each employee, (at the beginning of the year), a footwear allowance of \$125.00 per year in the form of a voucher.
- d) Income Bridge: The Employer and the Union agree to establish a bridging procedure to assist employees in the following categories:
 - i) Employees who have insufficient paid Sick Leave and who, on account of illness, have applied for, but have not yet received unemployment insurance sickness benefits; and,
 - ii) Employees who have incurred a work related injury or illness and have claimed, but have not yet received workers' compensation benefits.

DATED this 1st day of January, 2006.

Grain Services Union (ILWU • Canada)

AgPro Grain

Appendix III

LETTER OF UNDERSTANDING

RE: MODIFIED WORK SCHEDULE

Between:

AgPro Grain - Saskatoon Terminal

And

Grain Services Union (ILWU • Canada) - Local 4000

The parties agree that the following terms and conditions apply to the modified (12 hours) shift schedule at the Saskatoon Terminal:

1. All hours worked in excess of the normal 12-hour shift shall be paid at the rate of one and one-half times the normal rate.
2. If an employee works a shift other than that which is normally scheduled, he shall be compensated at a rate of time and one half.
3. A shift premium of seventy cents (70¢) per hour shall be paid for each straight time hour worked while on this 12-hour shifting agreement, Monday through Sunday, 24 hours per day, exclusive of overtime.
4. The start and quit times of each shift will be 8:00 o'clock.
5. Vacation days will be converted to hours, with each day earned equal to eight (8) hours. While on the 12-hour modified work schedule, vacation will be used at a rate of 12 hours for each day of vacation taken during a regularly scheduled work day.
6.
 - (a) If a Statutory Holiday falls on an employee's scheduled day off, while working on the 12 hour modified work schedule, he shall be compensated by eight (8) hours of pay at straight time.
 - (b) If a Statutory Holiday occurs during an employee's vacation leave, he shall be compensated by eight (8) hours of pay at straight time in lieu of using vacation leave.
 - (c) If a Statutory Holiday occurs on an employee's scheduled day of work, he shall be compensated by twelve (12) hours of pay at straight time for the Statutory Holiday, plus if such an employee is required to work his regularly scheduled shift on a Statutory Holiday, he shall also be paid for all hours worked on that day at time and one half.
7. There shall be no pyramiding of overtime or premiums.
8. Pay Administration - Averaging of Overtime Hours - 12-hour shift employees' hours of work average 336 hours for every eight (8) week period. Such employees will receive sixteen (16) hours' pay, at time and one half for each eight week period of work. Each pay period shall average four (4) hours overtime in the two (2) week period provided all hours are actually worked. Overtime will be reduced by 0.5 hours for each shift scheduled, but not worked. This will include partial shifts worked.
9. The start date and cancellation date will commence on at least 14 (fourteen) calendar days' notice; or this time line could be decreased by a membership vote by those employees affected by this schedule.

DATED this 1st day of January, 2006.

Grain Services Union (ILWU • Canada)

AgPro Grain

Appendix IV

LETTER OF UNDERSTANDING

Between:

AgPro Grain - Saskatoon Terminal

And

Grain Services Union (ILWU • Canada) - Local 4000

Nothing in the collective agreement dated between the parties shall be construed as limiting the right of the Employer to pay such bonuses, as it may decide, to the employees covered by the Agreement.

DATED this 1st day of January, 2006.

Grain Services Union (ILWU • Canada)

AgPro Grain

Appendix V

LETTER OF UNDERSTANDING

Between:

AgPro Grain - Saskatoon Terminal

And

Grain Services Union (ILWU • Canada) - Local 4000

The parties hereby agree, that in the event of temporary work reduction that would result in layoffs of a duration which would make work sharing practical, the Company and the Union will apply for a Work Sharing Agreement through Canada Employment and Immigration for the period of work reduction. It is further understood that the Work Sharing Agreement would encompass all employees within the bargaining unit at that time working at the Terminal Elevator, except where the Employer requires exclusions for the Management of its business in accordance with commitments, responsibilities, and production schedules. While on work sharing, laid off employees' seniority and benefits would continue to accumulate.

DATED this 1st day of January, 2006.

Grain Services Union (ILWU • Canada)

AgPro Grain

Appendix VI

AGREEMENT

RE: PENSION PLAN

Between:

AgPro Grain - Saskatoon Terminal

And

Grain Services Union (ILWU • Canada) - Local 4000

The parties hereto agree that the following will apply to the employees covered by the Saskatoon Terminal Collective Agreement:

The Pension Plan will be transferred from Great West Life to the same Defined Contribution Pension Plan as the GSU and Saskatchewan Wheat Pool (SWP) Adopt.

Current employees will contribute 4.5% up to age 50 and 5.0% until retirement. New employees hired after May 1, 2001 will have contribution rates of 4.57%. All employee contributions are matched by contributions by the Company.

A joint company/union Pension Committee will be established to manage the members' assets in the defined contribution plan.

DATED this 1st day of January, 2006.

Grain Services Union (ILWU • Canada)

AgPro Grain

Appendix VII

LETTER OF UNDERSTANDING

Between:

AgPro Grain - Saskatoon Terminal

And

Grain Services Union (ILWU • Canada) - Local 4000

All Letters of Understanding between the Employer and the Union shall be extended for the period of the Collective Agreement.

DATED this 1st day of January, 2006.

Grain Services Union (ILWU • Canada)

AgPro Grain

Schedule Example Chart — 12-Hour Continuous Shifts

Continuous Shifts
12 Hours 4 ON, 5 OFF, 5 ON, 4 OFF – 8 WEEK ROTATION

Week 21	Sunday 20-Jan-08	Monday 21-Jan-08	Tuesday 22-Jan-08	Wednesday 23-Jan-08	Thursday 24-Jan-08	Friday 25-Jan-08	Saturday 26-Jan-08	Hours Worked	Regular Hours	Overtime Hours	Stat Holiday Pay
Crew 1	Nights					Days	Days	36	36	0	0
Crew 2	Days	Nights	Nights					36	36	0	0
Crew 3				Days	Days	Nights	Nights	48	44	4	0
Crew 4		Days	Days	Nights	Nights			48	44	4	0

Week 22	Sunday 27-Jan-08	Monday 28-Jan-08	Tuesday 29-Jan-08	Wednesday 30-Jan-08	Thursday 31-Jan-08	Friday 1-Feb-08	Saturday 2-Feb-08	Hours Worked	Regular Hours	Overtime Hours	Stat Holiday Pay
Crew 1	Days	Nights	Nights					36	36	0	0
Crew 2		Days	Days	Nights	Nights			48	44	4	0
Crew 3	Nights					Days	Days	36	36	0	0
Crew 4				Days	Days	Nights	Nights	48	44	4	0

Week 23	Sunday 3-Feb-08	Monday 4-Feb-08	Tuesday 5-Feb-08	Wednesday 6-Feb-08	Thursday 7-Feb-08	Friday 8-Feb-08	Saturday 9-Feb-08	Hours Worked	Regular Hours	Overtime Hours	Stat Holiday Pay
Crew 1		Days	Days	Nights	Nights			48	44	4	0
Crew 2				Days	Days	Nights	Nights	48	44	4	0
Crew 3	Days	Nights	Nights					36	36	0	0
Crew 4	Nights					Days	Days	36	36	0	0

Week 24	Sunday 10-Feb-08	Monday 11-Feb-08	Tuesday 12-Feb-08	Wednesday 13-Feb-08	Thursday 14-Feb-08	Friday 15-Feb-08	Saturday 16-Feb-08	Hours Worked	Regular Hours	Overtime Hours	Stat Holiday Pay
Crew 1				Days	Days	Nights	Nights	48	44	4	0
Crew 2	Nights					Days	Days	36	36	0	0
Crew 3		Days	Days	Nights	Nights			48	44	4	0
Crew 4	Days	Nights	Nights					36	36	0	0