

Collective Agreement

between

AgPro Grain Management Services Ltd.
(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



GSU Bargaining Unit 5
AgPro Grain - Moose Jaw Terminal

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This Agreement made and entered as of this **1st** day of **April, 2006**.

AgPro Grain Management Services Ltd.
(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 Moose Jaw terminal elevator excluding the Terminal Operations Manager, Market Centre Manager, Executive Assistant, Facility/Grounds Leader, Network Manager, Marketing Representatives and Senior Marketing Representative.

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 employee's 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 so that the solution of all matters pertaining to conditions of employment be arrived at by collective bargaining and agreement between the parties hereto, and 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 fifteen (15) working days in a given year. Casual employees determined to have worked in excess of fifteen (15) 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).

It is also understood that laid-off employee(s) will be given first opportunity at the casual work to be performed.

- (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 ninety (90) working days unless such period of employment is extended by the mutual agreement of the Employer and the Union.
- (e) Promotion - shall mean the movement of an employee from a position to a position bearing a higher pay rate.
- (f) Demotion - shall mean the movement of an employee from a position to a position bearing a lesser pay rate.
- (g) Transfer - shall mean the movement of an employee from a position to another position bearing an identical pay rate.
- (h) Lay-offs - means a period of time when employees are not required to work due to a shortage of work, or shutdown or discontinuance of all or part of the Company's operations.

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, classify, reassign jobs or duties, or retire any employee; to suspend or discharge any employee for just cause; to re-organize, 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 not to be inconsistent with the terms of this Agreement.

Article 5 - Dues Checkoff

5:01 The Employer shall furnish the Union monthly, with names, addresses and job classifications of new engagements, transfers, demotions, promotions, resignations, terminations and other retirements from the Company's service who are covered by this Agreement.

5:02 The Company agrees that as a condition of employment, membership dues or sums in lieu will be deducted from the wages earned by all employees in the bargaining unit.

5:03 The Company shall deduct dues, or sums in lieu of, from the first payroll of each month and forward to the General Secretary of the Union not later than the 20th day of the month. The Union will advise the Company of the amount of dues to be deducted and will give the Company at least one month's advance notice in the event of a change in the amount deducted.

5:04 The Union shall indemnify and save the Company harmless from any and all claims, demands or proceedings that may arise from making the deductions aforesaid.

5:05 It is agreed that when an employee works less than forty-eight (48) hours in a month, no deduction shall be made.

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. If any such employee(s) shall strike he or they will be subject to disciplinary action or dismissal.

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.

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 Terminal Operations Manager or Regional Operations Manager, said permission not to be unreasonably withheld.

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 material published by the Union shall not be derogatory towards the Company.

Article 9 - Union Business

9:01 A Union Representative of the Union shall in the course of his duties have access to the Employer's premises provided that the Union Representative has received the permission of the Employer such permission not to be unreasonably withheld. Any business between the Union Representative and an employee shall be conducted during the employee's normal break, wherever possible.

9:02 The Employer shall recognize not more than two (2) 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 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 an 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 purpose 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 regularly scheduled days of rest or a general 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 1.

10:04 A grievance must be submitted in writing 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 presented by the Union 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.

A Company grievance will be taken up with a Union Representative of the Union who shall render a decision within three (3) days. If no satisfactory settlement is reached at Step 1, it will proceed to Step 2.

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 of

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 General Manager Grain Group or his 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 10 (ten) days of the receipt of the decision in Step 3 or from the expiry of the time limits of 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 10 (ten) days the two (2) arbitrators shall appoint a Chairman to the Board. If the two (2) arbitrators fail to agree and fail to appoint a Chairman within 10 (ten) 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 of the employee 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 15 (fifteen) 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 employer, 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 or Union's position at the preceding step, provided however, that failure of the Company or Union to proceed further with a grievance shall not, one way or the other, be considered as an agreement interpretative decision.

10:10 The Company agrees that stewards shall not be hindered, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments on grievances. No steward will leave his work without permission of his supervisor. Permission will be given within an hour of the request to the supervisor. Stewards may investigate grievances on company time.

Article 11 - Arbitration

11:01 The Arbitration Board established under Article 10 (Step 4) shall not have authority to alter or change any of the provisions of the Agreement or to insert any new provisions, or to give any decision contrary to the terms and provisions of this Agreement. But it is agreed that where disciplinary action is involved the Arbitration Board shall have the power to award a penalty or amend a penalty imposed by the Company.

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 the matter before the Board of Arbitration or who is acting, or has, with 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 for any of the parties to the arbitration is eligible for appointment as Chairperson of the 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

Probationary Employee

12:01 An employee who has been newly hired for a position must complete a 90 (ninety) working day probationary period. For the purpose of calculating the probationary period, eight (8) hours of work shall constitute a working day. The Employer may extend the probationary period for a further 90 (ninety) 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, however it is understood that the employee in question shall have the right to grievance action in respect thereof and the provisions for arbitration hereunder provided. It is understood that existing staff of the Employer who have completed more than ninety (90) working days of employment with the Employer as of the effective date of this Agreement, shall be deemed to have completed the probationary period referred to above.

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, equal qualifications, skill and reliability to perform the tasks required.

13:02 For the purposes of this Article and Article 22:05, seniority shall be defined as the length of continuous service with the present Employer, calculated from the date when the employee was last hired by the present Employer.

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 12 (twelve) 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 19:06 and 19:07, 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 no 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. If the employee is going to be away from his current address for over seven (7) consecutive days, he is to notify the Employer of a temporary address and telephone number where he can be reached. 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 24 (twenty-four) 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 he will be terminated.

13:10 When a laid-off employee is being recalled he must accept recall to his previous classification, or equivalent, or to a lower classification, subject to the following terms:

- (a) If an employee on lay-off rejects recall to a lower classification, he will only be recalled to his previous classification unless he notifies the Company in writing of his willingness to accept a lower classification.
- (b) It is understood that a return from lay-off to a lower classification shall be on a temporary basis until such time as the employee's regular position becomes available again. He will then return to his regular classification.
- (c) An employee shall have the right to refuse any recall of three days or less if:
 - a) the employee is temporarily employed elsewhere and is unable to obtain a leave to return to AgPro, or;
 - b) the employee is temporarily out of the province for the duration of the recall.

13:11 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 (8) hours of part-time work equaling one (1) working day of regular full-time employment.

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 for the position they occupy;
- b) Employees recruited for a third shift are exempt from this clause.

13:13 Technological and/or Automation Change(s)

In the event that the Company proposes to introduce a technological and/or automation change that is likely to result directly or indirectly in the demotion or layoff of an employee(s), the Company will give notice of the change to the Union at least 90 days in advance of its introduction and, at the Union's request, will negotiate with a view to concluding agreement on provisions to assist the employee(s) so affected to adjust to the effect thereof.

13:14 For layoffs less than three (3) months in duration, the Company shall give five (5) working days' notice of temporary layoff. For layoffs greater than three (3) months in duration, the Company shall give 10 (ten) working days' notice of layoff. However, at no time shall notice be less than that provided by the Canada Labour Code.

Article 14 - Wages

14:01 Subject to Article 23, the Scale of Wages and Job Classification 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 Schedule A Amendments

- All rates of pay in Schedule A shall be increased as follows:

 April 1, 2006 - 2.5%
 April 1, 2007 - 3%
 April 1, 2008 - 3.5%

- In circumstances where there is only one Electrician actively employed or one Millwright actively employed, the person filling that position will be paid at the appropriate Leader rate.

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 relieving period **is for 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 has 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 of seven (7) days. 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 1/2) the regular hourly rate of pay to be paid to the employee. Double times the regular hourly rate of pay will be paid only in the following cases:

- (a) for each hour of overtime worked after sixteen (16) hours of work in any day; or
- (b) after eight (8) hours work on an employee's scheduled day of rest as defined in 16:11.
- (c) two and one-half (2 1/2) times the regular rate of pay will be paid for each hour of overtime worked after sixteen (16) hours on the employee's scheduled day of rest as defined in 16:12.
 - i) where an employee covered under this category requests and with the agreement of the Employer, overtime may be compensated in the form of leave with pay. The duration of the leave shall be equal to the earned overtime rate that it was earned. This time-off shall be taken within two (2) months from when it was earned.
 - ii) the Employer shall grant leave in lieu of overtime pay at times convenient to both the employee and the Employer.

16:04 An employee will receive a shift premium of **\$1.02 (one dollar and two cents)** per hour for all hours worked between 4:00 p.m. and 8:00 a.m., excluding day shift. **Effective April 1, 2007 the shift premium shall increase to \$1.12 (one dollar and twelve cents).** A day shift shall be any shift that starts after 6:00 a.m. and ends before 6:00 p.m.

16:05 Employees shall receive a weekend premium of 92¢ (ninety-two cents) per hour in respect of all regularly scheduled hours at straight time hourly rates worked on Saturday and/or Sunday.

16:06 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.

16:07 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.

- 16:08** (a) A full time employee whose shift (e.g. day to evening shift or evening to night shift) is changed without forty-eight (48) 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 16:08(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.

16:09 Wash-up time to ten (10) minutes will be permitted immediately prior to the end of a work shift, if needed.

16:10 The Employer shall grant compensatory leave at times convenient to both the Employee and the Employer, provided however that forty (40) hours maximum allowable 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 All overtime is voluntary.

16:12 That when an employee is required to work overtime past the supper hour, the Employer will provide a hot meal for an employee. Also a 10 (ten) minute coffee break will be provided at 4:30 p.m. with a half hour break for supper and then followed by a 10 (ten) minute break for every two (2) hour interval thereafter.

16:13 An employee shall be entitled to two (2) consecutive days of rest in a week. Such two (2) consecutive days may be separated by a paid statutory holiday, and the consecutive day of rest may be in separate calendar weeks.

16:14 Call Back - A minimum of four (4) hours pay at overtime rates will be paid to an employee who has left the property and is called out for work after the employee has finished his regularly scheduled working hours.

Article 17 - Vacations

17:01 The vacation year shall be from January 1st to December 31st.

17:02 An employee hired after January 1st, in any year and who does not qualify for a full annual vacation shall be paid an amount equal to 10/365th's of his regular straight time wages with respect to the regular working hours worked by him from date of employment to December 31st, and shall accumulate vacation leave from date of employment to December 31st on the basis of 10/365th's of a day for each full calendar month of employment; provided that if the earned vacation days are taken prior to the first completed year end, there will be no vacation pay.

17:03 An employee shall, during the vacation year, accumulate vacation leave entitlement at the following rates for each full calendar month of employment:

- (a) An employee completing one (1) year but less than five (5) years of service with the Employer as at his anniversary date of employment shall accumulate vacation leave entitlement at the rate of 1 1/4 days per month.
- (b) An employee completing five (5) years but less than ten (10) years service with the Employer as at his anniversary date of employment shall accumulate vacation leave entitlement at the rate of 1 2/3 days per month.
- (c) An employee completing ten (10) years service with the Employer as at his anniversary date of employment shall accumulate vacation leave entitlement at the rate of 2.084 days per month.
- (d) An employee completing twenty-eight (28) years of service with the Employer as at his anniversary date of employment shall accumulate vacation leave entitlement at the rate of 2.5 days per month.

17:04 Employees shall be entitled to take all their vacation leave in the vacation year 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.

17:05 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. The Company shall post a written *Policy Guideline* for annual vacation scheduling.

17:06 In calculating vacation entitlement only, the Employer shall recognize an employee's time with the Employer including the employee's continuous unbroken service with the previous Employer of the terminal elevator immediately prior to April 1, 1981 and provided the employee accepted employment with the Employer as of April 1st, 1981 and has remained continuously in the employ of the Employer.

Article 18 - Statutory Holidays

18:01 The following shall be recognized as statutory holidays with pay at regular straight time hourly rates:

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

18:02 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.

18:03 Notwithstanding anything contained in this Article, an employee is not entitled to pay for a statutory holiday 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.

Article 19 - Leave of Absence

Bereavement Leave

19:01 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, common law spouse. 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.

19:02 An employee is entitled to leave with pay at regular straight time hourly rates, up to a maximum of one (1) day, in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, aunt or uncle.

Adoptive, Maternity, Paternity and Childcare Leave

19:03 A male employee may be granted one (1) day's leave of absence with regular pay for needs directly related to the birth of his child.

19:04 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.

19:05 Subject to 19:03 and 19:04, employees shall be entitled to leave of absence for adoptive, maternity and paternal leave according to the Canada Labour Code.

Union Leave of Absence

19:06 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 (2) week's 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 Committees

19:07 Leave of absence without pay for collective bargaining will be granted to a maximum number of three (3) employees with the least affect on the operations, i.e. only one per shift in a particular work area.

General Leave of Absence

19:08 If circumstances permit, within the discretion of the Employer, the Employer may grant leave of absence with or without pay for any 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. Further, that the Employer will provide for a top-up of 10% over the UIC benefit to be paid on completion of a course for employee(s) taking leave of absence for education/training courses.

19:09 An employee on a paid leave of absence under this Agreement shall continue to accrue vacation credits and other benefits.

19:10 An employee on any leave of absence without pay under this Agreement shall maintain benefits accumulated prior to taking the unpaid leave of absence but shall not further accrue vacation benefits or other service benefits.

19:11 An employee on leave of absence for Union Leave as per Articles 19:06 and 19:07 shall continue to accrue seniority, vacation credits and other service benefits.

19:12 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.

Article 20 - Pay on Day of Injury and Workers' Compensation

20:01 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 practitioner in order to be eligible for pay under this Article. This paragraph only applies to pay owing for the day the injury occurs.

20:02 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.

20:03 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.

20:04 An employee on Workers' Compensation shall only accumulate vacation credits for the first two (2) months.

20:05 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.

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

Article 21 - Notice of Termination and Permanent Lay-off

21:01 An employee with ninety (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.

Article 22 - Job Postings

22:01 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. 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.

22:02 The Employer may fill the job on a temporary basis during the period of posting.

22:03 There shall only be one posting in respect of each vacancy or new job.

22:04 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.

22:05 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.

22:06 An employee who is **awarded a position posting** shall be allowed a ninety (90) working day trial period 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. **The employee shall be allowed to revert to their previous position during the said ninety (90) working day trial period.**

Article 23 - New Classifications

23:01 The Employer shall notify the Union of any new classification 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 the final wage rate is subject to continuing negotiations between the Employer and the Union.

Article 24 - Gender

24:01 In this Agreement, where the masculine gender is used, it shall include females unless otherwise specifically stated in the context of this Agreement.

Article 25 - Welfare Benefits

Effective May 1, 2001:

25.01 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. All recipients of sickness and disability allowance payments must provide, on request of the Company, medical reports of their condition.
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. All recipients of benefits under this Plan must provide, on request of the Company, medical reports on their condition.
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 Cooperators 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.

25.02 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. An employee's participation in a Modified Work Program will not result in a lay-off of other employees in the Company.

25.03 ■ 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

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) days' 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-operator's Plan. Combined maximum of \$1,500/per year/insured employee/person for eligible basic services and eligible major restorative services. The lifetime maximum for Orthodontic services shall increase to \$2,500 coverage per employee or insured person for all treatment plans approved after April 1, 2003 or claims existing and active at April 1, 2003. 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 of 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. **As of April 1, 2006**, the Company will set aside **\$350/employee/year** for each employee for eligible health care, vision care, and dental care claims from the employee and eligible dependants. The Health Care Spending Account will increase to **\$400 per year effective January 1, 2007**.
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 26 - Safety and Health Committee

26:01 A Joint Union/Management Safety & Health Committee shall be established including a Letter of Understanding on the "Terms of Reference" for the Committee. (See attached herewith a "Letter of Understanding (Appendix I).")

Article 27 - Appraisal of Employee Performance

27:01 The Company shall furnish the employee with a copy of his regular performance evaluation when completed.

27:02 The Company agrees not to introduce as evidence in grievance/arbitration proceedings any document from the file on an employee the existence of which the employee was not aware of at the time same was placed on file.

27:03 Upon written request of an employee, the personal file of the employee shall be made available at least once per year for his examination.

27:04 Notice of disciplinary action which may have been placed on the personal file of an employee shall be destroyed after five (5) years has elapsed since the disciplinary action was taken provided no similar disciplinary action was recorded during this period.

27:05 When an employee is required to attend a meeting where a disciplinary decision concerning him is to be taken by the Company the employee is entitled to have an on site designated representative of the Union attend the meeting.

Article 28 - Worker Adjustment

28:01 The parties hereto agree that the following will apply to the employees covered by the Moose Jaw collective agreement:

28:02 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 layoff in exercising seniority;
- b) Exercise the option of accepting severance based on two (2) weeks' pay for each year of service, pro-rated for partial years.

28:03 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 29 - Duration of Agreement

28:01 This Agreement shall come into effect on **April 1, 2006**, and shall remain in effect until **September 30, 2009**. All amendments are effective date of ratification unless otherwise specified.

28:02 A party wishing to revise or terminate this Agreement shall notify the other party in writing not more than four 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 of _____

AgPro Grain Management Services Ltd.

Grain Services Union (ILWU • Canada)

SCHEDULE "A" - Amendments to Article 14:02

Classifications	Current Rate	Premium Increases	YEAR 1 April 1/06 2.5%	YEAR 2 April 1/07 3%	YEAR 3 April 1/08 3.5%
A. ELEVATOR WORKER - (Shed, Millwright Helper, Electrical Helper, Shaker)					
a) Start Rate	\$13.70		\$14.04	\$14.46	\$14.97
b) 90 Working Days	\$14.34		\$14.70	\$15.14	\$15.67
c) 180 Working Days	\$14.94		\$15.31	\$15.77	\$16.32
d) 260 Working Days	\$15.54		\$15.93	\$16.41	\$16.98
e) 360 Working Day	\$16.15		\$16.55	\$17.05	\$17.65
OFFICE WORKER					
a) Start Rate	\$13.70	\$1.60	\$15.68	\$16.15	\$16.72
b) 90 Working Days	\$14.34	\$1.60	\$16.34	\$16.83	\$17.42
c) 180 Working Days	\$14.94	\$1.60	\$16.95	\$17.46	\$18.07
d) 260 Working Days	\$15.54	\$1.60	\$17.57	\$18.10	\$18.73
e) 360 Working Day	\$16.15	\$1.60	\$18.19	\$18.74	\$19.40
B. CLEANER LEADER (2 positions)	\$21.93		\$22.48	\$23.15	\$23.96
C. ASSISTANT CLEANERMAN Cleaner Deck (1 per shift)	\$20.10		\$20.60	\$21.22	\$21.96
D. CLEANERMAN Cleaner Deck (1 per shift)	\$18.30		\$18.76	\$19.32	\$20.00
E. CLEANERMAN - RECLAIM	\$18.98		\$19.45	\$20.04	\$20.74
F. GRADER FOREMAN	\$23.98		\$24.58	\$25.32	\$26.20
G. GRADER	\$21.93		\$22.48	\$23.15	\$23.96
H. ASSISTANT GRADER	\$19.51		\$20.00	\$20.60	\$21.32
I. GRADER APPRENTICE After completion of Level II Grain Grading	\$17.33 \$17.77		\$17.76 \$18.21	\$18.30 \$18.76	\$18.94 \$19.42

Classifications	Current Rate	Premium Increases	YEAR 1 April 1/06 2.5%	YEAR 2 April 1/07 3%	YEAR 3 April 1/08 3.5%
J. OILER	\$18.98		\$19.45	\$20.04	\$20.74
K. CONTROL ROOM LEADER	\$21.93		\$22.48	\$23.15	\$23.96
L. CONTROL RM. OPERATOR	\$20.10		\$20.60	\$21.22	\$21.96
M. UPPER ANNEXMAN	\$18.30		\$18.76	\$19.32	\$20.00
ANNEXMAN/BASEMENT Days	\$18.98		\$19.45	\$20.04	\$20.74
UPPER ANNEXMAN Days	\$18.98		\$19.45	\$20.04	\$20.74
N. MILLWRIGHT LEADER (1 Positions)	\$24.58	\$1.00	\$26.22	\$27.01	\$27.95
O. ELECTRICIAN LEADER	\$24.58	\$1.00	\$26.22	\$27.01	\$27.95

Appendix to Schedule A

Trades Training and Wage Levels

Trades Apprenticeship Program:

TRADE STATUS	Current Rate	Premium Increase	Year 1 2.5% Apr. 1/06	Year 2 3% Apr.1/07	Year 3 3.5% Apr.1/08
Journeyman	\$21.54	\$0.60	\$22.69	\$23.37	\$24.19
4th Year	\$20.42		\$20.93	\$21.56	\$22.31
3rd Year	\$19.69		\$20.18	\$20.79	\$21.52
2nd Year	\$18.93		\$19.40	\$19.99	\$20.68
1st Year **	\$18.30		\$18.76	\$19.32	\$20.00

Definitions:

Journeyman: Possess a Provincial Trade Certificate. Has completed the four levels of technological training and four years trade experience.

4th Year: Has completed third level of technological training and has three years trade experience.

3rd Year: Has completed second level of technological training and has two years trade experience.

2nd Year: Has completed first level of technological training and has one year trade experience.

We propose to register staff in the Saskatchewan Apprenticeship Program for training.

The Millwright Program is four years and includes eight weeks of technological training each year.

Management reserves the right to limit the employees enrolled in the Apprenticeship Programs; however, opportunities to enter the program will be posted and filled as per Article 22 - Job Posting.

NOTES TO SALARY SCHEDULE "A"

- All positions in Schedule "A" shall be posted and filled when they become vacant with the exception of the Elevator Worker classification, which will be considered the entry level; however, job opportunities in the Millwright, Electrical and Shaker Helper position shall be posted.
- The Company will provide the Union with updated job descriptions for all positions in Schedule "A".
- In the event that the duties and/or responsibilities of a classification in Schedule "A" change, the revised job description of the said position shall be submitted to the Union by the Company.
- Negotiations respecting the salary for the revised position shall occur between the Company and the Union, and the position would be posted and filled as per Article 22.
- Present Elevator Worker II and III employees will move to the new specific job class titles carrying their present rate of pay, then followed by increases.

Appendix I

Letter of Understanding (See Article 26:01 of the Agreement)

Terms of Reference for AgPro Grain Management Services Ltd. - Moose Jaw Terminal and Grain Services Union (ILWU • Canada) Joint Union/Management Safety & Health Committee

1. Name of Committee

The name of the committee shall be *AgPro Grain Terminal/Grain Services Union Local 5000 Safety and Health Committee*.

2. Scope of the Committee

This committee will represent all employees of the AgPro Moose Jaw Terminal operations.

3. Powers and Functions

The power and functions of the Committee are:

- (a) Dealing with complaints relating to the health & safety of the employees represented by the Committee.
- (b) Recommending and promoting programs for the safety and health education of the employees represented by the Committee.
- (c) Review accident reports for clarity, causes and preventative measures.
- (d) Requesting from employer any information the Committee needs to identify hazards of material, processes or equipment.
- (e) Assist in serious accident investigations.
- (f) Assist in presentation of safety education and training.

4. Composition of Committee

The committee shall comprise:

- (a) Terminal Operations Manager, or his designate,
- (b) Regional Operations Manager, or his designate,
- (c) Up to six (6) employees selected or elected by the Union Local.

5. Meetings

- (a) The Committee shall meet quarterly during working hours on a day agreed on by the Committee.
- (b) Special meetings may be called by the Co-Chairperson on an urgent basis.
- (c) A quorum for a regular meeting shall be a majority of members at least half of whom shall be employee representatives.
- (d) Subject to any regulations made by Labour Canada the Committee will establish procedures for the conduct of its meetings as it considers advisable.

6. Agenda and Minutes of Meetings

- (a) An agenda of items to be discussed shall be prepared by the Chairperson and submitted to the Committee Members five (5) days prior to the meeting.
- (b) Minutes of each committee meeting shall be distributed to all Committee Members.

7. Committee Officers

The officers shall consist of the Chairperson to be elected by the employee representatives on the Committee and a Chairperson selected by management representatives. The Chairship shall alternate monthly or as agreed to by the Committee.

The Secretary shall be appointed by the Committee, but need not be a member of the Committee.

8. Management shall respond to each concern and request in the minutes prior to the next meeting.

To this the Employer and Union affix their signatures:

Dated this day of .

AgPro Grain Management Services Ltd.

Grain Services Union (ILWU • Canada)

Appendix II

Letter of Understanding

Between
AgPro Grain Management Services Ltd. - Moose Jaw Terminal
and
Grain Services Union (ILWU • Canada)

(a) Work Clothing

The Employer will provide each employee with three (3) pairs of coveralls per year and a Company-paid cleaning service for said coveralls.

(b) The Employer will provide for a safety related clothing allowance payment of **\$150 (one hundred and fifty dollars)** to be paid to each employee at the commencement of each year.

Dated this day of .

AgPro Grain Management Services Ltd.

Grain Services Union (ILWU • Canada)

Appendix III

Letter of Understanding

Between

AgPro Grain Management Services Ltd. - Moose Jaw Terminal

and

Grain Services Union (ILWU • Canada) - Local 5000

Re: Modified Work Schedule

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

1. The parties agree to implement a modified shift schedule, to allow for an extended work day to 12 hours - 8 week rotation 4 On - 4 Off.
2. Start date and cancellation date will commence or cancel on at least fourteen (14) working days notice; or this time line could be decreased or increased by a membership vote by those employees who are to work the modified work schedule.
3. Pay will be averaged at 42 (forty-two) hours per week, 84 (eighty-four) hours per pay period. Based on averaging, overtime at time and one half, to a maximum of two (2) hours will be paid if all hours are actually worked. Straight time shall be paid for sick leave and holiday leave etc., in excess of 40 (forty) hours in each four (4) day work cycle.
4. All hours worked in excess of the normal 12 (twelve) hour shift shall be paid at the rate of one and one-half times (1½) the normal rate.
5. If an employee works more than four (4) consecutive extended work days (48 hours), he shall be compensated at a rate of time-and-one-half (1 ½x).
6. A shift premium of 85¢ (eighty-five cents) per hour shall be paid for the night shift, i.e. 7:00 p.m. - 7:00 a.m.
7. The start and quit times of each shift will be 7:00 o'clock.
8. 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.
9. 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 12 (twelve) hours of pay at straight time.

- b) If a statutory holiday occurs during an employee's vacation leave, he shall be compensated by 12 (twelve) 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 12 (twelve) 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.

10. There shall be no pyramiding of overtime or premiums.

11. Pay Administration - Averaging of Hours - 12 hour shift employees hours of work average 336 (three hundred thirty-six) hours for every eight (8) week period. Such employees will receive 16 (sixteen) hours pay, at time-and-one-half (1 1/2x) for each eight (8) week period of work. Each pay period shall average 80 (eighty) hours straight time, plus four (4) hours overtime in the two (2) week period provided all hours are actually worked.

Dated this day of .

AgPro Grain Management Services Ltd.

Grain Services Union (ILWU • Canada)

Appendix IV

Letter of Understanding

**Between
AgPro Grain Management Services Ltd. - Moose Jaw Terminal
and
Grain Services Union (ILWU • Canada) - Local 5000**

Re: Pension

The parties hereto agree that the following will apply to the employees covered by the Moose Jaw 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 day of .

AgPro Grain Management Services Ltd.

Grain Services Union (ILWU • Canada)

Appendix V

Letter of Understanding

**Between
AgPro Grain Management Services Ltd. - Moose Jaw Terminal
and
Grain Services Union (ILWU • Canada) - Local 5000**

Re: Letters of Understanding

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

Dated this day of .

AgPro Grain Management Services Ltd.

Grain Services Union (ILWU • Canada)
