

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE ALBERTA TERMINALS,  
A Division of Cargill Limited**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
on behalf of  
LOCAL 118 CHAPTER 109**

**January 1, 2010 - December 31, 2012**

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COLLECTIVE AGREEMENT

BETWEEN:

Alberta Terminals, a division of Cargill Limited  
hereinafter called the "Employer",

of the First Part

- and -

Local 118/109 of The Alberta Union of Provincial Employees,  
on behalf of The Alberta Union of Provincial Employees  
hereinafter called the "Union"

of the Second Part

WHEREAS; the parties are mutually desirous of entering into an Agreement with the intent and purpose to maintain harmonious and mutually beneficial relationship between the Employer, the Employees and the Union to set forth certain terms and conditions affecting Employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the Employees.

This Agreement witnesseth that the Parties hereto in consideration of the covenants herein contained do agree with each other as follows.

## ARTICLE 1

### Interpretation

- 1.01 (a) "Act" means the Canada Labour Code 1978, as amended.
- (b) "Regular Full-time Employee" shall mean one who has completed the probationary period and who is regularly required to work full-time hours of work in a job classification covered by this Agreement.
- (c) "Temporary Employee" shall mean a person employed up to full time hours in an indefinite, irregular, or seasonal basis.
- (d) "Continuous Uninterrupted Service" shall mean employment in full time hours of work without any interruptions due to lack of work but not including casual illness and other time off as provided for by this agreement.
- (e) "Seniority" shall mean the length of continuous, uninterrupted service within the bargaining unit as a regular full time employee. Seniority shall not be lost during approved leaves of absence and during layoff.

## ARTICLE 2

### Application

- 2.01 The Employer and Union agree that the terms and conditions of employment and pay rates as set out herein shall not be changed during the life of this Agreement except by written mutual agreement between the Parties. Any changes agreed to shall be deemed to form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

## ARTICLE 3

### Union Recognition

- 3.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Agreement, as described in the Certificate of the Canada Labour Relations Board and Amendments thereto.

- 3.02 No Employee or group of Employees shall be required or permitted to make any written or verbal agreement which is in conflict with the terms of this Agreement, without prior written approval of a member of the Local Union Executive.
- 3.03 Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, or emergencies or when regular Employees are not available, providing that the act of performing the aforementioned operations does not reduce the hours of work or pay of any Employee.
- 3.04 The parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of membership, religious objection to membership or legitimate activity in the Union.

#### ARTICLE 4

##### Union Membership and Dues Check-Off

- 4.01 All Employees covered by this Agreement must become members of the Union within thirty (30) days of the date of employment, as a condition of employment. An Employee who has a religious objection to becoming a member of the Union shall be permitted to opt out of membership by providing the Union with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union Dues.
- 4.02 Notwithstanding the generality of the above, all Employees covered by this Agreement shall be required to pay Union dues. The Employer shall, therefore, as condition of employment, deduct each month the amount of the Union dues as set by the Union from time to time from the pay of all Employees covered by this Agreement.
- 4.03 The Employer shall remit Union dues deducted from the pay of all Employees to the Union by the first working day after the fifteenth calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by written particulars identifying each Employee showing starting date, classification, amount of Union dues deducted, name and last known address.

- 4.04 The Union agrees that for purposes of this Article, all Employees are members of the Union except those who have voluntarily opted out in accordance with Clause 4.01.
- 4.05 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.
- 4.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

## ARTICLE 5

### Management Recognition

- 5.01 The Union recognizes that all functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.

## ARTICLE 6

### Joint Consultation

- 6.01 The Employer and the Union agree that meetings should be held at least once a year, however, either party can request such a meeting for the purpose of resolving difficulties and promoting harmonious relationships. The Parties, however, may mutually agree to hold a special meeting, including those referred to in Article 33, at any convenient time.
- 6.02 The meeting at each Elevator shall consist of no more than four persons, two representing the Employer and two representing the Union. Either party may request a meeting involving all Elevators.
- 6.03 The Party requesting the meeting will provide an Agenda in advance of the meeting date. Arrangements for Elevator meetings will be made through the appropriate Elevator Manager and for meetings involving all Elevators through the Area Manager. The provisions hereof shall not relate to the settlement of grievances, the procedure for which is outlined in Article 7.

## ARTICLE 7

### Grievance Procedure

7.01 A grievance shall be defined as any dispute arising out of the interpretation, application, administration or alleged violation of this Collective Agreement or disciplinary action resulting in a financial penalty, including any question as to whether the dispute is arbitrable. No Employee shall be dismissed, suspended or demoted without just cause.

7.02 Settling of Disputes and Grievances:

An Employee who believes that he has a grievance, shall within seven (7) days of the date he became aware of, or reasonably should have become aware of the occurrence, first discuss the matter with his Elevator Manager. A sincere attempt shall be made by both Parties through discussion to resolve the problem at this level. In the event that the Employee is not satisfied with the results of the discussion with his Elevator Manager, the matter will be advanced in accordance with the following steps:

STEP # 1

If the Union Steward considers the grievance or complaint to be justified, the Employee concerned shall present the grievance or complaint in writing and signed, to the Director of Operations, or designate, within twenty-one (21) days of the date that the grievor became aware or reasonably should have become aware of the occurrence prompting the grievance. The grievance must specify the Article of the Collective Agreement alleged to have been violated, details of the circumstances surrounding the grievance, and the remedy sought. A sincere attempt shall be made by both parties through discussion to resolve the problem at this Step.

STEP # 2

Failing satisfactory settlement within ten (10) days after the dispute was submitted under Step #1, the Union shall within ten (10) days forward the grievance or complaint in writing to the Area Manager. The Area Manager shall render his decision in writing within ten (10) days after receipt of such notice. A sincere attempt shall be made by both parties through discussion to resolve the problem at this Step.

### STEP # 3

If the decision of the Area Manager is not acceptable to the Local Union, the written grievance shall be submitted to Arbitration as hereinafter provided within ten (10) days of receipt of his decision.

- 7.03 Throughout this Article, the reference to "days" shall not include Saturdays, Sundays, or Named Holidays.
- 7.04 The time limits specified throughout the Steps of the Grievance Procedure may be extended by mutual consent in writing between the Union and the Employer.
- 7.05 Should the Union or the grievor fail to comply with any time limits in the Grievance Procedure, the grievance will be considered abandoned and cannot be further appealed or filed. Should the Employer fail to comply with any time limits in the Grievance Procedure, the grievance will automatically proceed to the next step.
- 7.06 Union Grievance: Where a dispute involving the question of general application or interpretation occurs, the Union may by-pass Step #1, of this Article.
- 7.07 Employer Grievance: The Employer may commence a grievance by filing it with the President of The Alberta Union of Provincial Employees.
- 7.08 Replies in Writing: Replies to grievances giving reasons for the decision shall be in writing at all steps.
- 7.09 Notwithstanding anything in this Article, a probationary Employee shall not be entitled to grieve his dismissal beyond Step #2.

## ARTICLE 8

### Arbitration

- 8.01 Where a grievance is referred to arbitration which has been properly processed through the grievance procedure, the party desiring arbitration shall so notify the other party in writing and name its appointee to the Arbitration Board. The recipient of the notice shall, within five (5) days, advise the other party of its nominee to the Arbitration Board. The two arbitrators so nominated shall select by agreement a Chairman of the Arbitration Board. If they are unable to agree on a Chairman within a

further period of five (5) days, then either party may request the Minister of Labour for Canada to appoint such a Chairman.

- 8.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance in question.
- 8.03 Each of the parties hereto shall bear the expenses of its arbitrator, and the parties shall equally bear the expenses and/or fees of the Chairman of the Arbitration Board.
- 8.04 The Arbitration Board shall not have jurisdiction or power to make any decision inconsistent with the terms of this Agreement, but shall base its decision on the contractual rights of the parties as disclosed by this Agreement. The arbitrator or Arbitration Board shall have the powers specified in Section 157 of Part V of the Act.
- 8.05 The decision of the Arbitration Board shall be binding upon the parties and persons covered by this Agreement.
- 8.06 The parties may mutually agree in writing to the appointment of a sole arbitrator in place of an Arbitration Board. Such sole arbitrator shall have the same function and powers of an Arbitration Board. The expenses of the sole arbitrator shall be shared equally between the Employer and the Union.

## ARTICLE 9

### Union Stewards

- 9.01 The Employer recognizes the right of the Union to select Employees as Union Stewards to act on behalf of Employees in conformance with the provisions of this Agreement.
- 9.02 The Union shall determine the number of Union Stewards, having regard to the plan of organization and the distribution of Employees at the work place. For the life of this Agreement there shall not be more than two (2) Union Stewards per Elevator.
- 9.03 Employees may be represented by a Union Steward or Union staff member at any step of the grievance procedure.
- 9.04 The Employer recognizes the Union Stewards as official representatives of the Union.

- 9.05 A currently maintained list of Union Stewards shall be supplied to the Employer by the Union.
- 9.06 Members who have been appointed as Union Stewards may wear a lapel pin insignia denoting such position and shall carry a Union Steward identification card.
- 9.07 The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Membership and Dues Check-Off. A new Employee shall be advised of the name and location of his Steward.

## ARTICLE 10

### Employer – Union Relations

- 10.01 The Employer will grant Union Staff Officers access to its premises when participating in negotiations or committees with representatives of the Employer, or when investigating a grievance, provided that, in the latter instance, prior approval for appointment with the grieving Employee has been obtained through the Area Manager or his designate. Such approval shall not be unreasonably denied.
- 10.02 The Employer agrees that access to an Employee's Personal File shall be provided to the Employee, upon request, once in each year and in the event of grievances. He may request a representative of the Union to be present at the time of such examination.
- 10.03 The Employee and the Union will be provided with a copy of all written reprimands or written notices of other disciplinary action.
- 10.04 When the Employer takes disciplinary action against an Employee that will be retained on the Employee's personal file, that Employee shall be informed in writing as to the reason(s) for such action.
- 10.05 An Employee who is to be interviewed on any disciplinary measure shall be entitled to have a Union Steward present at the interview.
- 10.06 When an Employee has grieved a disciplinary action and the Designated Officer at Step 2 or 3 or the Arbitration Board, has allowed the grievance, or reduced the penalty, the Employee's file shall be amended to reflect the change.

- 10.07 An Employee who has been subjected to disciplinary action may after twenty-four (24) months of continuous service from the date the disciplinary action was invoked, request in writing that his official personal file be expunged of any record of the disciplinary action. Such request will be granted provided the Employee's file does not contain any further record of disciplinary action, of which the Employee is aware, during that twenty-four (24) month period.

## ARTICLE 11

### Time Off for Union Business

- 11.01 Time off from work without loss of regular earnings will be provided on the following basis:
- (a) The grievor and/or one (1) Union appointee for time spent in discussing grievances with representatives of the Employer as outlined in the grievance procedure.
  - (b) Union appointees not to exceed three (3) in number for time spent in meetings with representatives of the Employer pursuant to Article 6.
- 11.02 Time off work without pay may be granted to Union members for the following purposes:
- (a) Members of the Union Negotiating Committee, not to exceed three (3) in number, for time spent meeting with representatives of the Employer during the formal negotiation of a Collective Agreement and for preparatory meetings for and during negotiations.
  - (b) An elected member of the Provincial Executive of the Union to attend Provincial Executive meetings, normally held once every two (2) months;
  - (c) Members selected as representatives of the Union according to the Union Bylaws to attend the Annual Union Convention;
  - (d) Members designated as delegates representing the Union at Conventions of labour organizations with which the Union is affiliated, not to exceed one (1) member for each location (three (3) members for each convention);

(e) Members selected as representatives of the Union to attend Seminars and Special Union Meetings, because of their office held in the Union.

11.03 In all of the foregoing provisions, time off, including necessary travel time, shall be granted where operational requirements permit. Members shall provide as much advance notice in writing to the Elevator Manager, as is reasonably possible when requesting time off.

11.04 When leave to attend to Union Business has been approved, pursuant to Article 11.02, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave or the salary of his replacement, whichever is greater.

## ARTICLE 12

### Probationary Period

12.01 The probationary period for all classifications covered by this Agreement shall be the initial six (6) months of employment, for Employees as defined in Article 1.01(b).

12.02 During the probationary period, Employees shall be covered by all the provisions of this Agreement, except that the employment of such Employees may be terminated for cause at any time during the probationary period without such Employee having recourse to the grievance procedure.

## ARTICLE 13

### Lay-Off and Recall

13.01 In determining the order of lay-off for each elevator, Employee's seniority will be recognized. Employees will be laid off in reverse order of their total seniority, providing the retained Employees are qualified to do the work.

13.02 The Employer shall notify the Union and Employees who are to be laid off twenty (20) work days before the lay-off is to be effective. Employees with ten (10) years or more service shall be given two (2) months notice of lay-off. If any of the affected Employees have not had the opportunity to work their full notice of lay-off, they shall be paid in lieu of work for any part of their notice during the period which work was not made available.

The written notice of layoff will be issued only one time for the purposes of Article 13.02, except in the case of an employee with ten (10) years or more of service. Temporary employees shall not be eligible to access Article 7 "Grievance procedure" upon notice of layoff.

- 13.03 Employees who have been laid off shall be recalled by their elevator in the order of their total seniority provided they are qualified to do the work. No new Employees shall be hired until those laid off have been given the opportunity of re-employment.
- 13.04 Recall notice shall be by registered mail to the Union and to the Employee's last address on record with the Employer. It is the responsibility of each Employee to notify the Employer promptly in writing of any change of address. When recalled, unless an Employee signifies within two (2) days of receipt of the notice, his intention to return to work, or fails to report to work after so signifying within a further five (5) days, he shall forfeit his claim to re-employment.
- 13.05 The period that an Employee is entitled to recall notice shall be one (1) year from the date of lay-off. The recall period may be waived by the Employee affected.
- 13.06 Employees on layoff shall be offered any temporary shifts/hours in order of seniority. Employees may refuse these shifts/hours without adversely impacting their recall rights.

#### ARTICLE 14

##### Job Opportunities

- 14.01 In making promotions and filling job vacancies, seniority shall be the deciding factor where the ability and qualifications of candidates are relatively equal. Any unsuccessful candidate, who requests an explanation in writing as to why he was unsuccessful, shall be provided with same.
- 14.02 When a permanent vacancy occurs such vacancy shall be posted for seven (7) calendar days on the bulletin board in each elevator and the following order for consideration of the applicants shall apply:
- (a) consideration will first be given to applicants from the regular, full-time staff;
  - (b) next, all other staff of the Employer;
  - (c) applicants from the general public.

- 14.03 Employee applications for vacancies shall be in writing to their supervisor. Facilities will be provided to accept applications for posted positions at any time within the posting period.
- 14.04 The name of the successful applicant shall be posted on the bulletin board in each elevator within five (5) days of the date of the appointment.
- 14.05 Transferred or promoted Employees shall be considered on a trial period of sixty (60) days worked in their new position. During this trial period the Employee may choose to return or the Employer may direct the Employee to return to his former position and rate of pay without loss of seniority. In the event that such an Employee chooses or is directed to return to his former position, the Employee thereby replaced shall be reverted to his former position or if he is a new hire he may be laid-off without notice.
- 14.06 When circumstances require the Employer to fill a vacancy before expiration of the posting period, the appointment shall be made on a temporary basis only until a permanent appointment is made.
- 14.07 The salary of an Employee promoted and/or transferred to a higher classification shall be advanced at least to the start rate of the higher classification. Where the start rate of the higher classification is lower than the Employee's existing rate the Employee's salary shall be advanced to the next higher rate of the higher classification.
- 14.08 The Employer shall have the right to temporarily transfer Employees between classes at an equivalent or higher level or between facilities as the need arises. Such transfers shall not exceed two (2) weeks without the agreement of the Employees. Where work schedules allow, the Employer shall pay the Employees at straight-time rates to allow the Employee to return home for the weekend.
- Such transfers will first be offered on a voluntary basis. If that does not result in filling the necessary transfer, the Employer shall have the authority to assign the transfer.
- The Employer shall pay all reasonable living expenses (not to include personal entertainment).

## ARTICLE 15

### Classification

- 15.01 The Employer shall give written notice to the Union of the establishment of a new or altered class level affecting compensation. The Union may contest the proposed compensation by notifying the Employer in writing of its intention. The Union's notice must be delivered to the Employer within fourteen (14) days from the date the Union received the Employer's notice.
- 15.02 The Employer and the Union shall meet within fourteen (14) days, and if the parties are unable to reach agreement on the rate of pay for the position involved, the matter may be submitted to Arbitration under Article 8.
- 15.03 An Employee's written request to the Elevator Manager for a review to determine whether he is properly classified will be dealt with within sixty (60) days of receipt. The review will be based on the job as it was on the date of the request for review. The Employee will be advised in writing of the results of the review within ninety (90) days of the date of the request. An Employee not satisfied with the decision may appeal according to the Grievance Procedure commencing with Step 2.
- 15.04 The Employer will provide the Union with a set of job descriptions for all classes covered by this Agreement and with any subsequent amendments to these descriptions.
- 15.05 An Employee whose position is reclassified to one with a higher salary assignment shall be paid in the manner set out in Article 14.07.
- 15.06 An Employee whose position is reclassified to a lower salary assignment, through no cause of his own, such as in the event of technological change, re-organization or re-structuring of the Employer's operations, or the creation of new positions, shall not suffer a loss in pay. It is understood however, that the foregoing does not apply in the case of Employee demotion for cause relating to job performance.
- 15.07 (a) In the case of an Employee whose salary is being maintained overrange (red-circled), pursuant to 15.06 he shall receive a lump sum cash payment equal to the annualized general increase received by the lower classification in lieu of any increase to such Employees hourly rate until the hourly rate of such lower

classification matches the hourly rate of such overranged Employee.

- (b) When the salary of the lower classification matches or exceeds the salary of the Employee who is being maintained overrange his salary rate shall become the new rate and he shall receive retroactive pay, if any is provided for, on the difference between the former overrange rate and the new rate he moves up to. In addition, he shall receive a lump sum payment equal to the annualized general increase received by the lower classification less the amount received to bring his former overrange salary to the new rate.

15.08 All Employees shall receive a copy of their job description within one (1) month of the date of signing the Collective Agreement.

## ARTICLE 16

### Hours of Work

16.01 The normal work week for all Employees shall consist of five consecutive work days of eight (8) hours each, Monday through Friday, except as outlined in Article 16.10.

16.02 Normally shift schedules shall be posted not less than seven (7) calendar days in advance. Where a change is made in the Employee's schedule with less than three (3) calendar days notice, the Employee shall be paid at time and one-half ( $\times 1 \frac{1}{2}$ ) for all hours worked on the first shift of the changed schedule. The above will not apply where the change is requested by the Employee and approved by the Employer.

16.03 If an Employee is required to change shifts without receiving eight (8) hours off duty he shall be entitled to premium pay at time and one-half ( $\times 1 \frac{1}{2}$ ) his basic rate for his first hour of duty on the new shift.

16.04 When Employees are required to rotate shifts they shall be assigned day duty at least one-third ( $\frac{1}{3}$ ) of the time unless otherwise mutually agreed by the Employee and the Employer.

16.05 All Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one (1) to be granted after. Rest periods shall not be granted within one (1) hour of commencement or termination of a work period.

- 16.06 A meal period of not less than one-half (1/2) hour shall be granted to all Employees at approximately the mid-point of each shift that exceeds four (4) hours.
- 16.07 Meal periods taken away from the Employee's station of employment shall be without pay. Any Employee who is unable, due to assignment or responsibility, to leave his station of employment during his meal period shall be paid at the overtime rate.
- 16.08 There shall be no split shifts.
- 16.09 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 shift.
- 16.10 Extended/Modified Work Day
- (a) Where the Parties agree to implement a system employing an extended/modified work day, they shall evidence such agreement by signing a document indicating those positions/work areas/programs to which the agreement applies and indicating the implementation timelines, and the resulting amendments to regular hours of work and related articles.
  - (b) The employer will provided at least fourteen (14) calendar days notice, in writing, of their intent to terminate this agreement. Within the fourteen (14) day notice period, the Employer shall post a new schedule pursuant to Article 16.02.
  - (c) The Parties agree that with the exception of those amendments when an extended/modified work day is implemented, all other Articles shall remain in full force and effect.
  - (d) It is agreed that a majority of the employees who are to affected is required to approve and implement the extended/modified work day.

## ARTICLE 17

### Overtime

17.01 Employees will be given as much advance notice as possible when they are required to work overtime. Employees are expected to cooperate to the end that work schedules are met although the reasonable wishes of an Employee shall be given consideration with the allocation of such overtime.

Overtime for any crew or shift will first be offered by seniority on a voluntary basis provided the volunteer is qualified for the job. If this does not result in a sufficient number of volunteers, the Employer may assign overtime to any Employee subject to qualification from those in the applicable crew or shift.

17.02 All authorized time worked in excess of the normal hours of work per day as specified in Article 16, shall be considered overtime and shall be paid for at the rate of time and one-half (x 1-1/2) for the first two (2) hours and double time (x 2) thereafter.

17.03 Employees required to work on their scheduled days off shall be paid for the first day off at the rate of time and one-half (x 1-1/2) for normal hours worked and at the rate of double (x 2) time for all time worked thereafter. If they are required to return on a second or subsequent day in conjunction with the first day, they shall be paid at the rate of double (x 2) time, provided that the second or subsequent day(s) are scheduled day(s) off. This Clause shall not apply if the scheduled days off are changed by giving not less than five (5) calendar days notice.

17.04 Every Employee who is called out and required to work outside of his regular working hours shall be paid for all hours worked at double (x 2) time, but not less than two (2) hours at double (x 2) time for any one call.

17.05 Employees shall not be required to take time in lieu of overtime during their regular shift to compensate for any overtime previously worked.

17.06 Time off at applicable overtime rates in lieu of overtime worked shall only be granted, if requested by the Employee and approved by the Employer.

## ARTICLE 18

### Transportation Allowance

- 18.01 An Employee who normally travels from work to his place of residence by means of public transportation following the completion of his duty shift but who is prevented from doing so by being required to remain on duty longer than his regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from work to his place of residence.

## ARTICLE 19

### Shift and Weekend Premiums

- 19.01 An Employee will receive a shift premium of one dollar and ten cents (\$1.10) per hour for all hours worked, including overtime hours worked, on shifts more than half of the hours of which are regularly scheduled between 1800 and 0600 hours except that an Employee working on a shift regularly scheduled to start between the hours of 2200 and 0200 hours will receive instead a shift premium of one dollar and thirty five cents (\$1.35) per hour for all hours worked.
- 19.02 (a) Employees shall receive an additional premium of eighty (\$.80) per hour for work on Saturday and/or Sunday for hours worked as stipulated in (b) below.
- (b) Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.
- (c) Weekend premium is not applicable to persons employed on a temporary basis for a period of less than six (6) months.
- 19.03 This Article and all rates contained herein shall not apply to Employees employed in watchperson work.

## ARTICLE 20

### Paid Holidays

- 20.01 Employees are entitled to one day's paid leave for each of the following holidays:

- |     |  |                  |
|-----|--|------------------|
| (a) | New Year's Day                             | Labour Day       |
|     | Good Friday                                | Thanksgiving Day |
|     | Easter Monday                              | Remembrance Day  |
|     | Victoria Day                               | Christmas Day    |
|     | Canada Day                                 | Boxing Day       |
|     | Civic Holiday (1 day)                      |                  |
|     | The last full workday before Christmas Day |                  |

- 20.02 If a municipality does not proclaim a Civic Holiday as specified in 20.01, the first Monday in August shall be observed as such holiday.
- 20.03 When a day designated as a holiday under Clause 20.01 falls during an Employee's work week and an Employee is not required to work, the Employee shall be granted holiday leave on the day observed as the holiday.
- 20.04 An Employee whose regular day off falls on an observed holiday or is on vacation shall receive another day off in lieu at his regular rate to be observed on his next work day, unless otherwise mutually arranged.
- 20.05 Where an Employee is required to work on the day observed as the holiday, the Employee shall receive:
- (a) pay at one and one-half times (1-1/2X) his regular rate for the hours worked; and
  - (b) one (1) day off in lieu with pay at his regular rate.
- 20.06 Employees shall have the opportunity to have the alternate day or days off scheduled at a mutually agreed time.

## ARTICLE 21

### Annual Vacation Leave

- 21.01 An Employee shall not take vacation leave without prior authorization from the Employer.
- 21.02 Vacation entitlements with pay, shall be as follows:
- (a) an Employee who has completed twelve (12) full calendar months' service as of December 31st, shall receive fifteen (15) work days' vacation.

- (b) an Employee who has completed eight (8) years' or more of service as of December 31st, shall receive twenty (20) work days' vacation.
- (c) an Employee who has completed fifteen (15) years' or more of service as of December 31st, shall receive twenty-five (25) work days' vacation.
- (d) an Employee who has completed twenty-five (25) years' or more of service as of December 31st, shall receive thirty (30) work days' vacation.
- (e) an Employee who has completed less than twelve (12) full months' service as of December 31st, shall receive one and one-quarter (1 1/4) work days' vacation for each calendar month worked from the commencement of his service, provided that when employment has commenced on or before the fifteenth (15th) day of any month, he shall earn vacation entitlements from the first day of that month and when employment has commenced on or after the sixteenth (16th) day of any month, he shall earn vacation entitlements from the first day of the following month.
- (f) an Employee who takes vacation during their first year of employment as of December 31st shall have their following year's entitlement, as calculated per Clause 21.02(e), reduced by the number of vacation days taken.

21.03 All calculations which result in one-quarter or three-quarters work day fractions shall be rounded out to the next half or full day, whichever applies.

21.04 If one or more paid holidays falls during an Employee's annual vacation period, another day or days may be added at the end of the vacation period or as may be authorized by the Employer.

21.05 Vacation leave may be taken:

- (a) in one (1) continuous period,
- (b) in separate periods of not less than five (5) consecutive work days,
- (c) in lieu of one (1) five (5) consecutive work day period, five (5) single work days off or in some other combination provided the total does not exceed five (5) work days.

- 21.06 Except as is otherwise provided herein, vacation leave in respect of each year of service shall be taken:
- (a) within twelve (12) months after the end of that year, and
  - (b) at such time or times as may be approved by the Employer.
- 21.07 If an Employee is granted permission to carry-over his vacation, or part thereof beyond 21.06(a) for reasons acceptable to the Employer, he shall be permitted to do so. This carry-over must be taken prior to the end of the second twelve (12) month period, unless the Employee and Employer mutually agree otherwise.
- 21.08 When vacation leave is postponed as provided by Clause 21.07, it may be taken immediately before the next period of vacation leave to which the Employee is entitled.
- 21.09 Except when two periods of leave are merged as provided by Clause 21.08, at least one (1) month must elapse between the ending of vacation leave taken in respect of one (1) year's service and the commencement of vacation leave taken in respect of the succeeding year's service.
- 21.10 Where, in respect of any period of vacation leave with pay, an Employee is granted:
- (a) bereavement leave, or
  - (b) sick leave on production of a medical certificate.
- the period of vacation leave with pay so displaced shall either be added to the vacation period if requested by the Employee and approved by the Employer or reinstated for use at a later date.
- 21.11 An Employee who terminates his service or who is terminated, shall receive vacation pay in lieu of such vacation earned but not taken.
- 21.12 Once vacations are authorized they shall not be changed, other than in cases of emergency, except by mutual agreement.

## ARTICLE 22

### Special Leave

22.01 An Employee not on leave of absence without pay shall be granted upon application, special leave at his basic rate of pay. The circumstances under which special leave is granted, subject to Clause 22.02, and the corresponding maximum length of each are as follows:

- (a) bereavement - three (3) days. For the purposes relating to the bereavement, but not extending beyond two (2) days following the day of the funeral.
- (b) travel time for bereavement - two (2) days,
- (c) write required examination(s) for course(s) approved by the Employer,
- (d) attend funerals as pall-bearer - one (1) day,
- (e) be present at birth or adoption proceedings of an Employee's child - one (1) day,
- (f) attend formal hearing to become Canadian Citizen - one (1) day.
- (g) at its discretion, the Employer may grant leave with pay when circumstances not directly attributable to the Employee, including but not limited to illness in the immediate family as defined in Clause 22.02 prevent his reporting for duty. Such leave will not be unreasonably withheld.

22.02 For purposes of determining eligibility for special leave under Clause 22.01, the following provisions shall apply:

- (a) illness within the immediate family - leave of absence shall be granted for the purpose of arranging for the care of the person that is ill, or for the care of the children. Immediate family shall mean: wife, husband, son, daughter, mother, father, or a person permanently residing in the Employee's household or with whom the Employee permanently resides;
- (b) bereavement - leave of absence will be granted in the event of the death of any of the following relations of an Employee or spouse: parents, guardian, parent-in-law, grandparent, grandchild, son,

daughter, brother, sister or the husband or wife of any of them, or a person permanently residing in the Employee's household or with whom the Employee permanently resides;

- (c) travel time for illness within the immediate family or for bereavement shall mean for travel where distances of three hundred and fifty (350) kilometres or more one way are involved.

22.03 The maximum length specified for each circumstance requiring use of special leave shall not be exceeded, however special leave may be granted more than once for the same circumstance within a calendar year, provided the total special leave granted does not exceed five (5) working days per calendar year, unless additional special leave is approved by the Employer.

22.04 Two (2) weeks notice may be required for leave requested under Clause 22.01, Sub-Clause (c), and (f).

22.05 The Employer may, at its discretion, grant leave with or without pay for purposes other than those specified in this Agreement.

#### ARTICLE 23

##### Maternity Leave/Parental Leave/Adoption Leave

23.01 An Employee who qualifies for leave shall be granted such leave in accordance with Part III of the Canada Labour Code and any subsequent amendments.

#### ARTICLE 24

##### Jury or Witness Duty

24.01 Any Employee required by law to appear in court for jury or crown witness duty shall be allowed time off without loss of regular earnings during such absence. The jury or witness fee, however, shall be paid to the Employer.

## ARTICLE 25

### Casual Illness

- 25.01 "Casual Illness" means an illness which causes an Employee to be absent from duty for a period of three (3) consecutive work days or less, and includes dental, physiotherapy and medical treatment involving an absence of one-half (1/2) day or longer which has been given prior authorization by the Employer.
- 25.02 An Employee during his first year of employment, shall accumulate casual sick leave entitlement at the rate of one (1) day per calendar month to a maximum of ten (10) working days.
- 25.03 An Employee in his second and in each subsequent year of employment shall be entitled to a maximum of ten (10) work days of casual illness leave with pay. Each day or portion of a day, of casual illness used, within a year of service, shall be deducted from the remaining casual leave entitlement for that year of service. There shall be no accumulation of entitlements from one year to the next.
- 25.04 This Article is subject to Clause 27.01 of Article 27.

## ARTICLE 26

### General Illness

- 26.01 "General Illness" means an illness which causes an Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed eighty-five (85) consecutive work days. General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Article 25.
- 26.02 An Employee at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following Sub-Clauses, and the application of such general illness leave shall be as set out in accordance with Clause 26.03:
- (a) Illness commencing in the first month within the first year of employment; no salary for each of the first ten (10) work days of illness and thereafter 70% of normal salary for seventy-five (75) work days of illness.

- (b) Illness commencing in the first year of employment; but following the first month of employment; 100% of normal salary for each of the first ten (10) work days of illness and 70% of normal salary for each of the next seventy-five (75) work days of illness.
- (c) Illness commencing in the second year of employment; 100% of normal salary for each of the first fifteen (15) work days of illness and 70% of normal salary for each of the next seventy (70) work days of illness.
- (d) Illness commencing in the third year of employment; 100% of normal salary for each of the first twenty-five (25) work days of illness and 70% of normal salary for each of the next sixty (60) work days of illness.
- (e) Illness commencing in the fourth year of employment; 100% of normal salary for each of the first thirty-five (35) work days of illness and 70% of normal salary for each of the next fifty (50) work days of illness.
- (f) Illness commencing in the fifth year of employment; 100% of normal salary for each of the first forty-five (45) work days of illness and 70% of normal salary for each of the next forty (40) work days of illness.
- (g) Illness commencing in the sixth or any subsequent years of employment; 100% of normal salary for each of the first sixty (60) work days illness and 70% of normal salary for each of the next twenty-five (25) work days of illness.

26.03

- (a) Subject to Clause 26.03(b), an Employee upon return to active work after a period of general illness of less than eighty-five (85) consecutive working days, will have any illness leave days used for which normal salary was paid at the rate of 100% reinstated for future use at the rate of 70% of normal salary, within the same year of employment. General Illness Leave days used for which normal salary was paid at the rate of 70% shall be reinstated for future use within the same year of employment, at the rate of 70% of normal salary.
- (b) Such reinstatement shall only occur where an Employee has not taken any general illness leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.

- 26.04 For purposes of this Article, the maximum period of continuous absence recognized shall be eighty-five (85) consecutive work days. Absences due to illness or disability in excess of this period shall be subject to Article 28.
- 26.05 When a day designated as a Paid Holiday under Article 20 falls within a period of general illness it shall be debited as a day(s) of general illness and under no circumstances shall an Employee be authorized both a day(s) of general illness and a holiday(s) for the same day(s).
- 26.06 Notwithstanding Article 26 or Clause 26.02, an Employee is not eligible to receive sick leave benefits under this Article or Article 25 if:
- (a) the absence is due to any injury while in the employ of any other Employer, nor is he eligible for any sick leave benefits for any subsequent absence caused by that injury, or,
  - (b) the absence is due to an intentional self-inflicted injury.
- 26.07 The Employer may require satisfactory proof of illness for any absence under this Article.

## ARTICLE 27

### Proof of Illness

- 27.01 The Employee may upon return to work or after five days or more of absence be required to provide proof of illness satisfactory to the Employer. The Employer may require that such proof take the form of a medical certificate certifying the Employee is unable to satisfactorily perform his job duties and/or a sworn statutory declaration. The Employer may also require the Employee to submit proof of attendance at a medical, dental, or optical appointment when time-off from work is granted to attend such appointment.
- 27.02 The Employer may require that an Employee be examined by a Company appointed physician or by a medical board:
- (a) in the case of prolonged or frequent absence due to illness, or
  - (b) when it is considered that an Employee is unable to satisfactorily perform his duties due to disability or illness.

- 27.03 Pursuant to Clause 27.02, an Employee shall be entitled to have his personal physician or other physician of his choice to be a member of the medical board or to act as his counsel before the medical board. Expenses incurred under this Clause shall be paid by the Employer.
- 27.04 Where an Employee has been examined by a Medical Board and is also applying for LTD benefits, a copy of the report of the Board shall be considered as part of the Employee's application.
- 27.05 The parties agree that Casual and General Illness benefits as provided in Articles 25 and 26 are intended for the sole and only purpose of protecting the Employee from loss of income when the Employee is legitimately ill.
- 27.06 Employees reporting sick shall do so as soon as possible, and not later than one (1) hour after the commencement of their shift or they shall be deemed absent for that shift.

## ARTICLE 28

### Long Term Disability Plan

- 28.01 The Employer will provide a Long Term Disability (LTD) Plan. All eligible Employees shall be covered in accordance with the provisions of the Plan.
- 28.02 Regular full-time Employees are eligible to participate in the Plan. Temporary Employees are not eligible.
- 28.03 The Employer shall pay the cost of the Plan.
- 28.04 An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability is absent from work for a period of eighty-five (85) consecutive work days, may apply for long term disability benefits as provided under the LTD Plan. The final ruling as to whether or not the claimant's disability is of a nature which is eligible for benefits within the interpretation of the provisions of the Plan shall be made by the third party claims adjudicator.
- 28.05 Long Term Disability benefits payable under the provisions of the LTD Plan, will entitle an Employee, with a qualifying disability, to a total income, from sources specified under the Plan, of not less than seventy percent (70%) of his normal salary (the maximum benefit under the LTD Plan is \$4,500 per month) earned as an Employee at the time of commencement of absence pursuant to Clause 28.04.

28.06 The LTD benefits applicable to Employees covered by this Agreement shall not be altered except through negotiation by the Parties to this Agreement.

28.07 The Employer will provide each Employee with an LTD Plan booklet outlining the provisions of the Plan.

#### ARTICLE 29

##### Position Abandonment

29.01 An Employee who absents himself from his employment and who has not informed the Employer shall, after four (4) consecutive work days of such unauthorized absence, be considered to have abandoned his position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances prevented him from reporting to his place of work.

#### ARTICLE 30

##### Workers' Compensation

30.01 If an Employee sustains an injury in the course of his duties with the Employer and is eligible to receive Workers' Compensation, he shall be paid his regular full salary for his total period of sick leave entitlement on full and part pay, provided the Employee assigns his WCB payments to the Employer. If the Employee is unable to return to work when this period expires, he shall then be paid according to the rate prescribed by the Workers' Compensation Act.

30.02 Payments made in respect to absences under this Clause shall not reduce the Employee's sick leave entitlement.

30.03 While an Employee is receiving a Supplement under this Article he shall not be entitled to any benefits under Article 20 Paid Holidays.

## ARTICLE 31

### Medical Services and Extended Health Benefits

- 31.01 The Employer shall maintain a group plan in Alberta Health Care Insurance for all Employees. Premiums will be paid by the Employee.
- 31.02 The Employer shall maintain a group plan for direct-billing extended health care under the SunLife Financial or equivalent benefit carrier. Premiums will be paid by the Employer.
- 31.03 The Employer shall pay the costs for all Employees to have hearing and pulmonary (lung) testing on a regular cycle of one (1) time every two (2) years.

## ARTICLE 32

### Insurance

- 32.01 The Employer shall provide a Group Life Insurance Plan which shall also provide Accidental Death and Dismemberment coverage and Dependent's Life Insurance.
- 32.02 The Employer shall pay the premium cost of the following coverage:
- (a) 2.0 times basic annual salary, rounded to the next highest \$1,000.00, up to a maximum of \$150,000.00 of Life Insurance.
  - (b) Accidental Death and Dismemberment, up to 1 times basic annual salary.
  - (c) \$10,000.00 of life insurance for a dependent spouse and \$5,000.00 of life insurance for each dependent child.
- 32.03 The Employee may by agreeing to pay the additional premiums, increase personal coverage under:
- (i) 33.02(a) to a maximum of \$250,000.00
  - (ii) 33.02(b) to a maximum of \$100,000.00

### ARTICLE 33

#### Safety and Health

33.01 The Parties agree to be bound by all the provisions of the Canada Labour Code, Part IV.

#### 33.02 Health

The Employer recognizes that alcoholism and drug addiction are illnesses which can respond to therapy and treatment. Absences from duty for therapy or treatment may, in the discretion of the Employer, be considered as sick leave. Sick leave for therapy or treatment shall not be unreasonably denied.

### ARTICLE 34

#### Clothing and Safety Footwear Allowance

34.01 The Employer agrees to reimburse all Regular Full-time Employees up to four hundred dollars (\$400.00) per calendar year for the purchase of clothing\safety footwear from the list of approved items.

34.02 The Employer will pay from receipts submitted by employees within a reasonable time period. Any unused allowance will not be carried forward to the following year.

34.03 Regular Employees who are within their probationary period will be entitled to this allowance. The Employer will be able to recover any allowance paid should the employment of the Employee be terminated during the probationary period for any reason.

34.04 For new Regular Full-time employees hired during the course of the calendar year, the allowance will be prorated by monthly increments starting in the employee's month of hire.

### ARTICLE 35

#### Temporary Employees

35.01 Only the following provisions of this Collective Agreement apply to Temporary Employees:

- (a) The hourly rate of pay will be paid as provided under pay Schedule B.

- (b) Salary increases will be paid pursuant to pay Schedule B.
- (c) Work on a paid holiday shall be paid at one and one-half times (1.5X) their regular rate for all hours worked on the paid holiday.
- (d) In addition to their regular salary, ten point four percent (10.4%) of their hourly rate in lieu of vacation and paid holidays, will be paid.
- (e) Shift and Weekend Premiums and Overtime will be paid in accordance with the terms of this Agreement.
- (f) Article 4 - Union Membership and dues check-off.
- (g) Article 7 - Grievance Procedure.
- (h) Article 10 - Employer - Union Relations.
- (i) Article 11 - Time Off for Union Business
- (j) Article 13 - Layoff and Recall. Only including Article 13.02 after the completion of six months of continuous, uninterrupted service.
- (k) Article 16 - Hours of Work, except 16.01, 16.02, 16.04
- (l) Article 30 - Employees sustaining an injury in the course of his duties with the employer shall be entitled to the benefits as covered by the Workers Compensation Act.
- (m) Article 34 - Clothing and Safety Footwear Allowance. After 1040 cumulative hours of work, Temporary Employees will have up to \$225.00 dollars of safety related expenditures covered. After 2080 cumulative hours of work, Temporary Employees will be eligible for the balance up to a total of \$400.00 of safety related expenditures.  
  
Thereafter, each 2080 of cumulative hours of work will entitle Temporary Employees for up to \$400.00 of safety related expenditures.
- (n) Article 42 - Pay Plan Application

## ARTICLE 36

### Lay-off and Severance Pay

#### 36.01 Lay-Off

An Employee who has one year or more of continuous employment and who is permanently laid off is entitled to be paid severance pay at the time of lay-off. An Employee who is laid off and not recalled during the one year recall period shall be considered permanently laid off and severance pay will be mailed to his last known address.

36.02 In the case of an Employee who is laid off permanently or for a period in excess of one year the amount of severance pay shall be one and one-half (1.5) weeks pay for each year of service up to a maximum of forty-one (41) weeks.

36.03 In the event of a permanent plant closure in Edmonton, Calgary or Lethbridge, any bargaining unit Employee of the closed facility will be able to use his/her seniority to displace any bargaining unit Employee from the remaining terminals. Any Employee who elects to transfer as a result of a plant closure shall receive up to \$2,500.00 in a transfer allowance which will be paid against receipts submitted for expenses incurred in relocating.

Any Employee who in turn loses his/her job as a result of this displacement shall be laid off subject to recall as provided by the current agreement.

Any Employee who chooses not to transfer shall receive severance as per Article 36.02.

36.04 Severance pay will not be paid to Employees terminated for cause.

## ARTICLE 37

### Transfer of Benefits

37.01 The Employer shall recognize all service with the Canadian Government Elevators for entitlements to vacation (Article 21), pension (Article 39), pay (Schedule B) and Seniority.

## ARTICLE 38

### Apprentices

- 38.01 Apprentices shall be granted all the terms and conditions of this Agreement. Notwithstanding the foregoing:
- (a) Article 36.02, Severance Pay, does not apply.
  - (b) Apprentices shall not have access to Article 7 - Grievance Procedure for termination as a result of either:
    - (i) failure to comply with the terms and conditions of the Manpower Development Act and/or Regulations, or
    - (ii) the unavailability of tradesmen positions upon completion of the Apprenticeship Program.
- 38.02 The rates of pay for apprentices shall be established as follows:
- (a) Employees who enter the Apprenticeship Program may, in the discretion of the Employer, be paid in excess of the product of the appropriate percentage established in regulations pursuant to the Manpower Development Act.
  - (b) New Employees commencing employment with the Employer under a contract of Apprenticeship shall be paid the product of the appropriate percentage established in regulations pursuant to the Manpower Development Act.
- 38.03
- (a) Employees in the Apprenticeship Program attending school as required by the Manpower Development Act shall be deemed to be on leave of absence and shall not accrue benefits, but shall retain the level of pay, benefits and seniority he had at the commencement of such leave.
  - (b) Such apprentices shall not have their regular salary reduced during full-time attendance at school as required by their apprenticeship. In these cases, upon submission to the Employer of evidence of their remuneration under the Apprenticeship Program, the Employer will make up the difference between their regular salary and the amounts received under the program as salary, provided the Apprentice successfully passes the required examinations.

## ARTICLE 39

### Pension Plan

- 39.01 The provisions of the Pension Plan applicable to Employees covered by this Agreement shall not be altered except through negotiations between the parties to this Agreement or pursuant to the provisions of Article 39.06.
- 39.02 Details of the Pension Plan are outlined in the Pension Plan booklets which are provided to Employees by the Employer.
- 39.03 The Employees shall contribute 2% of total earnings into an R.R.S.P. account which is established as a group R.R.S.P. in the name of the Employees.
- 39.04 Any surplus monies to the Pension Fund shall remain part of the Pension Fund for further or future Pension Benefits.
- 39.05 The Employer shall recognize all service with the Canadian Government Elevators and the Alberta Terminals Ltd. while owned by the Province of Alberta for purposes of qualifying for pension benefits. It is recognized that this service will not be considered for calculation of benefit levels owing under the existing pension plan.
- 39.06 Joint Pension Committee
- Subject to the ongoing responsibility of the Plan Administrator to administer the Pension Plan, the Employer and the Union agree to establish a Joint Pension Committee which shall be composed of three (3) representatives named by the Employer, and three (3) representatives named by the Union. The Joint Pension Committee shall meet to receive and review actuarial valuations and the reports of investment managers and advisors.
- The Parties agree that the Collective Bargaining process is the ultimate authority in making changes to the pension plan. Notwithstanding the above, during the life of the Collective Agreement, the Joint Pension Committee is authorized by the parties as the exclusive authority to approve changes as hereinafter provided to the pension plan and attaching Registered Savings Plan provisions. This authorization includes:
- (a) post retirement adjustments and the level of benefits being received by retired members of the bargaining unit or their beneficiaries,

- (b) Employee contribution levels,
- (c) benefit levels, and
- (d) contribution holidays.

Notwithstanding the above, full authority rests with the Employer to manage the fund assets and to prepare and file funding and accounting valuations.

Proposed amendments must have full consensus of the Committee prior to implementation. Proposals not having the full consensus of the Committee shall be held over to the next round of collective bargaining for decision. In the event of such a disagreement, the status quo shall prevail for the balance of the contract.

It is recognized that in fulfilling their mandate, the Joint Pension Committee may require information relating to the operation of the pension plan and pension fund. To this end, the Employer agrees to provide the Committee all records, plans, cost factors, actuarial data and other information requested by either party. Each party may make such representation to the Committee with such consultants as it deems necessary.

It is understood and agreed that the implementation of the preceding proposals is subject to approval by the various regulatory bodies governing pensions.

ARTICLE 40

Notice of Resignation

40.01 An Employee is required to provide the Employer with ten (10) work days prior written notice of resignation if he wishes to resign in good standing.

ARTICLE 41

Dental Plan

41.01 The Employer shall provide Dental Plan to be effective January 1, 1981, except for any qualifying period contained in the Plan.

41.02 The Employer shall pay the total cost of the Plan which shall cover Employees and their dependents.

- 41.03 The Dental Plan shall include all benefits contained in the Alberta Blue Cross Dental Plan including Basic Dental, Extensive Dentistry and Orthodontics.
- 41.04 The Plan will provide reimbursement for covered dental services on the following basis:
- Basic Dental - 100% reimbursement
  - Extensive Dentistry - 50% reimbursement
  - Orthodontic Treatment - 50% reimbursement  
(subject to the restrictions contained in the Plan)
- 41.05 The Employer will provide all Employees with a Dental Plan booklet. Claim forms will be provided to Employees by the Employer.

#### ARTICLE 42

##### Pay Plan Application

- 42.01 All persons hired by the Employer shall be paid a rate contained in Schedule 'B'.
- 42.02 In the event that the Employer has just cause to withhold an Employee's increment, the Employee must be notified on or before the due date of the increment, otherwise the increment shall not be withheld. The increment may be awarded at a later date, with or without retroactive effect, at the discretion of the Employer.
- 42.03 Classifications shall be assigned to Pay Levels as listed in Schedule "A".

#### ARTICLE 43

##### Information for Employees

- 43.01 The Employer agrees to supply each permanent Employee with a copy of the Collective Agreement and will endeavour to do so within one (1) month after receipt from the printer.
- 43.02 On commencing employment, new permanent Employees shall be provided with a copy of the existing Collective Agreement by the Employer.
- 43.03 The Employer agrees to supply each temporary Employee with a copy of the existing Collective Agreement when the Employee joins the Union.

ARTICLE 44

Strike and Lockouts

44.01 The Employer agrees that there shall be no lockouts, and the Union agrees that there shall be no strikes, as defined in the Act, during the term of this Agreement.

ARTICLE 45

Employment Insurance Premium Reduction or Rebate

45.01 The Employer agrees that any amount of premium reduction or rebate allowable on Employment Insurance of the UIC which is granted as a result of the benefits covering Employees to which this Collective Agreement applies shall be spent in providing Employees with a fully paid dental plan.

SCHEDULE "A"  
Levels of Classification

GRAIN HANDLER

TERMINAL OPERATORS

- Cleaner Operator
- Shed Operator
- Controller
- Annex Operator
- Maintenance Worker

CERTIFIED TRADES PERSONS

- Millwright
- Electrician - Tier 2
- Electrician - Tier 3

Attached and forming part of this Schedule are the descriptions of the work referred to in the above classifications.

JOB SUMMARIES

Notwithstanding the summaries below, all Terminal Operators will be trained in other functions incumbent in this classification.

Cleaner Operator

Responsible and reporting to the Elevator Manager, plans, organizes, supervises and actively participates in the quality control, cleaning, reclaiming, blending and drying of grain and grain by-products received into and shipped out of the elevator. Reports on the maintenance requirements of all equipment used in his work areas and ensures routine maintenance and housekeeping is carried out and performs other related duties as required. Cleaner Operator will provide customer service and will exercise appropriate people skills when dealing with colleagues and customers.

Shed Operator

Responsible and reporting to the Elevator Manager, supervises the spotting and unloading of rail cars and trucks of grain being received into the elevator; ensures that all grain received is elevated to the scales; supervises the cooping of all cars and the spotting and loading of rail cars and trucks with grain being shipped; supervises the maintenance of rail trackage owned or leased by the elevators; general housekeeping

and grounds maintenance and performs other related duties. Shed Operator will provide customer service and will exercise appropriate people skills when dealing with colleagues and customers.

### Controller

Responsible and reporting to the Elevator Manager, organizes the unloading and binning of grain; arranges for the shipping of grain from elevator by rail road and truck; co-ordinates the daily internal grain flow throughout the terminal as required; issues initial documentation; records results of in-house processing of grain; acts as weigh operator in Calgary and Edmonton and performs other related duties as required. Controller will provide customer service and will exercise appropriate people skills when dealing with colleagues and customers.

### Annex Operator

Responsible and reporting to the Elevator Manager in communication with the Controller, directs the flow of grain to designated storage bins; determines and maintains the condition of the stored grain; supervises the efficient operation and housekeeping of the upper floors of the elevator workhouse and storage annex and is responsible for the proper functioning of equipment located within these areas; manages the cleaning equipment on the distributor floor as directed by the Cleaner Operator; and performs other related duties. Annex Operator will provide customer service and will exercise appropriate people skills when dealing with colleagues and customers.

### Maintenance Worker

Responsible and reporting to the Elevator Manager, plans, organizes and executes the installation, maintenance and repair of all the mechanical, structural, grain conveying and building service equipment and components in grain elevators; organizes and carries out the maintenance, repair, alterations and modifications of all buildings on the elevator premises; assists in the preparation of contract project estimates and evaluates completed contract work; maintains inventory of supplies, shop tools and equipment and performs other related duties as required.

Responsible for training staff with the direction of management in the areas related to his specific job procedures.

Responsible for safety training and awareness.

From time to time, the maintenance worker will be expected to perform grain-handling responsibilities. Maintenance Worker will provide customer service and will exercise appropriate people skills when dealing with colleagues and customers.

## Grain Handler

Responsible and reporting to immediate supervisor, plans and carries out unskilled, semi-skilled, and skilled tasks in and around a grain terminal, including receiving, cleaning, shipping, weighing, and binning of grain; performs maintenance on equipment and buildings; loads and unloads grain and generally performs other related duties.

Grain Handlers will be responsible for safety in their sphere of operations.

Grain Handlers will provide customer service and will exercise appropriate people skills, when dealing with colleagues or customers.

## CERTIFIED TRADES PERSON

### Millwright

Responsible and reporting to the elevator manager, plans and organizes the activity of the millwright section, maintains and repairs operating machinery, equipment and buildings, installs new machinery and equipment, estimates the cost and evaluates completed contract repair and installation work, maintains inventory of supplies, shop tools and equipment and performs other related duties as required.

Responsible for training staff with the direction of management in the areas related to his specific job procedures.

Responsible for safety training and awareness.

In isolated circumstances, the millwright will be expected to perform grain handling responsibilities. Millwright will provide customer service and will exercise appropriate people skills when dealing with colleagues and customers.

### Electrician

Responsible and reporting to the elevator manager, plans, organizes, controls and executes all electrical distribution, lighting, motor control and electronic control systems, performs maintenance and annual inspection of the fire alarm system, assists in the preparation of estimates for repair and maintenance projects, installations and commissioning of the electrical portion of repair/maintenance and capital projects, maintains inventory of supplies, tools and equipment, performs other related duties as required.

In isolated circumstances, the electrician will be expected to perform grain handling responsibilities.

The electrician will be expected to perform electrical work at the other facilities which may require a substantial amount of out of town travel. Electrician will provide customer service and will exercise appropriate people skills when dealing with colleagues and customers.

### Electrician - Tier 2

In addition to the duties and responsibilities of the Electrician.

To be knowledgeable and capable of maintaining and repairing programmable controllers, micro computers, mini computers, digital electronics and capable of maintaining and repairing electronic scales as well as performing minor computer programming changes as required.

Supervise all electrical work, and assign electrical staff their duties.

### Electrician - Tier 3

In addition to the duties and responsibilities of the Electrician - Tier 2.

Must have successfully completed the necessary training programs to improve their knowledge of computer programming technology as related to individual company operations.

Management of the electrical/electronics of capital projects and/or supervision of outside contractors.

SCHEDULE "B"

Pay indicated in hourly rates including R.R.S.P. Contributions, as referenced in Article 39.03.

*JANUARY 1, 2010 - INCREASE 3.00%*

<b>2010</b>	<b>1</b>	<b>2</b>	<b>3</b>
Terminal Operators			\$26.81
Maintenance Worker I			\$28.36
Millwright			\$30.08
Electrician Tier 2			\$31.60
Electrician Tier 3			\$34.88
Grain Handlers	\$19.69	\$21.65	\$24.99

CUMULATIVE HOURS

Temporary Employees	0	1040	2080	4160	6240	8320	10400	12480
	\$15.50	\$16.50	\$17.50	\$18.50	\$19.50	\$20.50	\$21.50	\$22.50

*JANUARY 1, 2011 - INCREASE 3.00%*

<b>2011</b>	<b>1</b>	<b>2</b>	<b>3</b>
Terminal Operators			\$27.62
Maintenance Worker I			\$29.21
Millwright			\$30.98
Electrician Tier 2			\$32.55
Electrician Tier 3			\$35.92
Grain Handlers	\$20.28	\$22.30	\$25.74

CUMULATIVE HOURS

Temporary Employees	0	1040	2080	4160	6240	8320	10400	12480
	\$15.50	\$16.50	\$17.50	\$18.50	\$19.50	\$20.50	\$21.50	\$22.50

**JANUARY 1, 2012 - INCREASE 3.00%**

<b>2012</b>	<b>1</b>	<b>2</b>	<b>3</b>
Terminal Operators			\$28.44
Maintenance Worker I			\$30.08
Millwright			\$31.91
Electrician Tier 2			\$33.52
Electrician Tier 3			\$37.00
Grain Handlers	\$20.89	\$22.97	\$26.51

**CUMULATIVE HOURS**

Temporary Employees	0	1040	2080	4160	6240	8320	10400	12480
	\$15.50	\$16.50	\$17.50	\$18.50	\$19.50	\$20.50	\$21.50	\$22.50

## TERM OF AGREEMENT

This Agreement, including Appendices thereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from January 1, 2010 until December 31, 2012 and from year to year thereafter unless notification of desire to amend or terminate be given in writing by either Party not less than thirty (30) days and not more than one hundred and twenty (120) days prior to its expiration date.

Where notice is served by either Party, the provisions of this Agreement shall continue until settlement is agreed upon and a new Agreement signed or conciliation proceedings under the Act are exhausted.

Wage rates specified in the pay schedule attached shall be effective from dates indicated.

Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed in the case of the Employer to:

Human Resources Manager  
Cargill Limited  
300 – 240 Graham Avenue  
Winnipeg, MB R3C 4C5

and in the case of the Union to:

The President  
The Alberta Union of Provincial Employees  
10451 - 170 Street  
Edmonton, Alberta T5P 4S7

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year written below.

Dated at \_\_\_\_\_, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Cargill Limited

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Cargill Limited

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President, The Alberta Union of  
Provincial Employees

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chairperson, Local 118/109  
The Alberta Union of Provincial Employees

\_\_\_\_\_  
Witness

LETTER OF UNDERSTANDING

Student Hiring

The Parties agree the Employer may hire students to perform duties such as mowing grass, yard clean-up, janitorial duties, etc. It is further agreed that any duties to be performed in Schedule A will be by mutual agreement with the Elevator Manager or designate and the Union Steward. Pay rates for students shall be one and one-half (1 1/2) times the federal minimum wage standards.

It is further agreed students whom after four (4) months of service expresses a desire to remain with the Employer and it is agreeable, they shall be placed at Pay Level B and be credited with half (1/2) of their student service time.

Dated at \_\_\_\_\_, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Cargill Limited

\_\_\_\_\_  
Cargill Limited

\_\_\_\_\_  
President, The Alberta Union of  
Provincial Employees

LETTER OF UNDERSTANDING

Transfer of Benefits

This will serve to confirm the Parties agree Employees hired after April 26, 1983 will not have the benefit of Article 37, Transfer of Benefits, for periods of service with the Canadian Government Elevators.

Dated at \_\_\_\_\_, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Cargill Limited

\_\_\_\_\_  
Cargill Limited

\_\_\_\_\_  
President, The Alberta Union of  
Provincial Employees

LETTER OF UNDERSTANDING

Long Term Disability Plan and Pension Plan

This will serve to confirm the arrangements which have been agreed upon with respect to the administration and operation of the Long Term Disability Plan and the Pension Plan for the Company's Employees.

A representative of the Employer's benefits consulting firm will meet with a benefits consultant or other designated representative of The Alberta Union of Provincial Employees, upon request, at mutually convenient times and locations.

It is understood that the purpose of such meetings may be to recommend policy direction regarding the operation of the Plan, interpretation of the provisions of the Plan when necessary, ensure satisfactory services are being provided by the third party claims adjudicator, and to undertake such additional functions as may be mutually agreed upon between the Employer and The Alberta Union of Provincial Employees.

Dated at \_\_\_\_\_, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Cargill Limited

\_\_\_\_\_  
Cargill Limited

\_\_\_\_\_  
President, The Alberta Union of  
Provincial Employees

LETTER OF UNDERSTANDING

Regular Full-Time Employment

The parties to this Collective Agreement affirm the Employer's right under Article 5 Management Recognition to manage the size of the workforce consistent with the provisions of the Agreement. However, it is further agreed that it is not the intention of the Employer that a Regular Full-Time Employee under Article 1.01(b) be laid off for the purpose of replacing that Regular Full-Time Employee with a Temporary Employee as defined under Article 1.01(c).

The Employer shall at all times endeavor to fill job vacancies as outlined in Article 14, Job Opportunities.

Dated at \_\_\_\_\_, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Cargill Limited

\_\_\_\_\_  
Cargill Limited

\_\_\_\_\_  
President, The Alberta Union of  
Provincial Employees

LETTER OF UNDERSTANDING

Current Temporary Employees

The Parties agree that current temporary employees shall be grandfathered at their current employment status, and rate of pay. Further it shall be agreed that if these employees are laid off, and subsequently recalled, they shall be entitled to their pre-layoff rate of pay.

Dated at \_\_\_\_\_, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Cargill Limited

\_\_\_\_\_  
Cargill Limited

\_\_\_\_\_  
President, The Alberta Union of  
Provincial Employees

LETTER OF UNDERSTANDING

Retirees and Temporary Employment

Whereas employees who have retired from the Alberta Terminal possess valuable skills and experience in the grain handling industry, the parties to this Collective Agreement agree to the following principles respecting employment opportunities for retired employees:

- 1) The Employer will give priority consideration for temporary employment to retirees of the Alberta Terminal facilities having 5 or more years of continuous experience.
- 2) When retirees of the Alberta Terminal facilities are hired for temporary positions, they will be paid at the top rate of pay specified for grain handlers in the Collective Agreement.
- 3) The provisions in Article 35 - Temporary Employees shall apply to all retirees who are re-hired.
- 4) Retirees considered for employment in temporary positions will be subject to bone fide medical testing related to the duties in the terminal facilities.

Dated at \_\_\_\_\_, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Cargill Limited

\_\_\_\_\_  
Cargill Limited

\_\_\_\_\_  
President, The Alberta Union of  
Provincial Employees