



Code of Practice

for trade in barley, canola, corn, oats, and wheat in Ontario

Producer deliveries to country or terminal elevators

This code was developed by Grain Farmers of Ontario, the Ontario Agri Business Association, and the Ontario Canola Growers Association as a recommendation of best practice for dispute resolution.

- 1 The holder of a license as an elevator operator and/or dealer agrees to abide by the Code of Practice for trade in barley, canola, corn, oats, and wheat (the “identified commodities”) in Ontario;
- 2 The Code of Practice must be posted at each licensed operation in such a location that a producer or producer’s agent will be able to read the Code of Practice prior to unloading of the identified commodities. Additionally, it is recommended that the operation publishes this document online where relevant.

All of the identified commodities shall be inspected on the basis of the grades established under the Canada Grain Act.

Every elevator and operator shall have the necessary equipment, calibration charts and trained personnel to ensure results are consistent with the standards set by the Canadian Grain Commission (CGC). Such equipment must be calibrated/checked at least annually.

Any person delivering the identified commodities on behalf of a producer is deemed to be the agent of that producer and is authorized to act on their behalf.

Upon request, the producer or agent shall be advised of the grade, dockage, condition, and moisture assigned to the load prior to unloading. All grade disputes shall be initiated within 24 hours of delivery.

A sample shall be taken at the time of delivery and retained for a period of 24 hours. When a sample is taken, all parties shall accept the sample as fair and representative of the load from which it is taken. If a dispute is initiated, the sample shall be sent to an agreed upon third-party independent lab or the CGC for analysis. The sample submitted to the inspection service shall be no less than 1 kilogram in weight.

All testing and inspection results for the purposes of assessing/assigning grade, dockage, condition, and/or moisture shall be accepted as final. In accordance with the agreement (Grain Farmers of Ontario; Ontario Agri Business Association; Ontario Canola Growers), costs for forwarding representative samples to the third-party assessor shall be shared equally between the producer and elevator operator. However, fees associated with the testing and inspection of samples shall be the responsibility of the party found to be in error.

NOTE

For other quality commercial specifications outside of CGC grade standards (e.g. falling number and DON), agreed contract terms will prevail. If testing is conducted by the elevator operator at the time of delivery and the delivery agent wishes to initiate a dispute, a sample can be sent to a third party for assessment and the dispute resolution process followed.

The parties should utilize all reasonable efforts to resolve the dispute promptly and in good faith. Failing any of the above, the parties may agree to submit the dispute to mediation and if that is unsuccessful within a prescribed time, the parties may agree to proceed further to arbitration.

Soybeans are covered under the 2022 Agreement for the Marketing of the Ontario Soybean Crop.