



UNIFOR
the **Union** | le **syndicat**

COLLECTIVE AGREEMENT

Between:

CARGILL ANIMAL NUTRITION,
DIVISION OF CARGILL LTD.
Woodstock Ontario Plant

AND

UNIFOR AND ITS LOCAL 636

Term:

October 30, 2020

To:

September 30, 2023

Table of Contents

Article	Page
1 PURPOSE	4
2 RECOGNITION.....	4
3 MANAGEMENT RIGHTS	5
4 UNION SECURITY	5
5 SHOP COMMITTEE	8
6 NO STRIKES OR LOCK-OUTS	9
7 GRIEVANCE PROCEDURE	10
8 DISCHARGE AND SUSPENSION CASES	13
9 SENIORITY	14
10 PROMOTIONS, TRANSFERS AND TRAINING	18
11 LAYOFF AND HIRING	23
12 WAGES AND HOURS OF WORK.....	25
13 OVERTIME	27
14 PAID HOLIDAYS	34
15 JURY PAY	36
16 REST PERIODS.....	36
17 REPORTING PAY	37
18 CALL-IN AND CALL-BACK PAY	37
19 INJURY LOSS	38
20 LEAVES OF ABSENCE.....	38
21 BEREAVEMENT LEAVE.....	40
22 VACATION PLAN.....	41

23	BULLETIN BOARDS.....	47
24	HEALTH AND SAFETY	47
25	GENERAL.....	53
26	HEALTH INSURANCE, LIFE INSURANCE AND RETIREMENT.....	54
27	SAVINGS CLAUSE	57
28	DURATION.....	57
	ATTACHMENT 'A'	60
	MAINTENANCE, SKILLED TRADES DEPARTMENT	61
	LETTERS OF INTENT	73
	PLANT CLOSURE AGREEMENT	74
	PACKER/UNISTACKER AND ELEVATOR OPERATOR OVERTIME.....	75
	HEARING AIDS	75
	UNIPACKER	76
	EMPLOYEE THREE TIER DRUG PLAN INFORMATION SESSION.....	77
	DEFINED BENEFIT PENSION PLAN.....	77
	SOCIAL JUSTICE FUND	78
	DAY SHIFT LEAD HAND	78
	DOCTOR'S NOTES.....	79
	LEAD HANDS	79
	BENEFITS	79

THIS AGREEMENT is made and entered into this

1st day of October 2020.

BETWEEN:

CARGILL ANIMAL NUTRITION,
DIVISION OF CARGILL LTD.

Woodstock Ontario Plant
(hereinafter referred to as 'the Company')

and

UNIFOR AND ITS LOCAL 636
(hereinafter referred to as 'the Union')

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work, wages, and provisions of this Agreement. Omission of specific mention in this contract of rights and privileges established by Management will not be construed to deprive employees of such rights and privileges.

ARTICLE 2 - RECOGNITION

- 2.01 The word 'employees' as used in this contract refers exclusively to employees who are employed in the bargaining unit certified in the bargaining unit certified on the 24th day of February, 1956, by the Ontario Labour Relations Board, consisting of all employees of Cargill Animal Nutrition, Division of Cargill Ltd., at Woodstock, Ontario, save and except foremen, persons above the rank of foreperson, and office and sales staff.
- 2.02 The Company, during the life of this Agreement, agrees to recognize the Union as exclusive bargaining agent for its employees at this plant

for the purpose of collective bargaining in respect to wages, hours of work, and other terms of employment.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The usual functions, duties, and responsibilities of Management, including but not limited to the right to employ, direct, promote and discipline employees for just cause, the management of the property, and the determination of the nature and extent of operations, are reserved by and vested in the Company, except as otherwise limited by this contract.

ARTICLE 4 - UNION SECURITY

4.01 It is agreed by the parties that all employees shall sign a union membership card and shall remain members of the Union as a condition of employment. The Company agrees to give to each new employee a copy of the Collective Agreement.

4.02 It is also agreed by the parties that all present employees of the Company shall pay Union dues and initiation fees as a condition of employment. All new employees hired shall also, as a condition of employment, have deducted from their pay the monthly Union

dues, or an equivalent sum, and shall, at the completion of the probationary period, have deducted from their pay the Union initiation fee, which will be checked off by the Company.

- 4.03 The amounts so deducted shall be such sums as may from time to time be assessed by the Union on its members in accordance with the Constitution and/or By-laws of the National and Local Union. In case of any conflict, the By-laws or Constitution of the National Union shall govern.
- 4.04 The Company agrees to forward to the Financial Secretary of UNIFOR and its Local 636 by cheque each month, not later than five (5) working days following completion of the first full week of the month from which the deductions were made, the total amount deducted and also a list of the employees from whom the deductions were made and who were not checked off and the reason.
- 4.05 The Financial Secretary of UNIFOR and its Local 636, will notify the Company of any change in the amount of Union dues and/or initiation fees, that may from time to time take place in line with constitutional requirements.
- 4.06 The Company is to forward to the Union the names and addresses including postal codes of all employees covered by the Collective

Agreement and will forward, where necessary, any changes of addresses upon receiving a change from the employees.

- 4.07 It is agreed that all employees who, after fifteen (15) days from the date of signing this Agreement, are members of the Union in good standing, or become members thereafter, and all new employees within thirty (30) calendar days from date of employment shall, as a condition of employment, be and remain members of the Union in good standing during the life of this Agreement.
- 4.08 Supervisory employees will not be permitted to perform work on any job customarily performed by employees in the bargaining unit except in the following situations:
- (a) Emergencies, when regular employees are not immediately available.
 - (b) Instruction or training of employees.
- 4.09 **Where requested by the Company, a bargaining unit employee will train or instruct a supervisor on how to do a particular job or operation or use a particular machine or piece of equipment. This may include the supervisor performing the job or operation for the purpose of understanding how the job is done or machine functions.**

- 4.10 The Company will furnish the Union with an up to date management organization chart, including all supervisors, when changes occur.

ARTICLE 5 - SHOP COMMITTEE

- 5.01 Both parties shall select a Committee of four (4) members and, in the case of Union representatives of employees, with a minimum of one (1) year's continuous service.
- 5.02 It is understood and agreed that there shall be two (2) committeepersons elected from the two (2) recognized departments in the plant, (Production and Maintenance) with a total of four (4) committeepersons.
- 5.03 These two committees, meeting together no more than once a month, shall be empowered to, in good faith, consider matters of general concern, not subject to the Grievance Procedure outlined in Article 7. An agenda shall be presented two (2) days in advance of any such meeting. The Company will pay each committeeperson in attendance for time spent at such meetings at the employee's regular straight time rate.
- 5.04 Members of the Shop Committee will not be laid off during their term of office as long as there is work available which they are able to perform. The provision of this clause also includes short-term layoff.

- 5.05 Members of the Shop Committee will not be transferred out of their respective departments during their term of office except in the event of vacation or sickness replacements or other unforeseen emergencies. However, long-term replacements shall not be made if there are other qualified employees available to perform the work to be done and they can be replaced.
- 5.06 One time while holding office, Article 11.04 will be waived for the Chairperson within thirty (30) days after so designated, if the Chairperson is on a shift other than the day shift. In exercising the option, the Plant Chairperson will be allowed to switch with the junior employee on the day shift whose work he can perform and he will maintain the rate of pay of his regular classification minus shift bonuses. If he loses or leaves office, he will revert to his former shift and classification.

ARTICLE 6 - NO STRIKES OR LOCK-OUTS

- 6.01 During the life of this Agreement, the Union agrees that there shall be no strike or work stoppage of any kind (whether sit-down, slowdown, sympathetic or general), nor shall there be any interference with the business of the Company or other disruptive activities.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 All grievances with respect to the interpretation or application of this Agreement shall be disposed of in the following manner:
- (a) The employee affected, with or without the appropriate committeeperson, shall take the matter up with the department foreperson. If no satisfactory settlement is reached within seven (7) working days, then the grievance will be reduced to writing, signed by the employee and the foreperson. A request by the affected employee to discuss his grievance with his committeeperson will be granted within a reasonable period of time; and
 - (b) The appropriate committeeperson shall take same up with the Plant Manager and, if no satisfactory settlement is reached within seven (7) working days; then
 - (c) Such grievance shall be submitted to the Committee which, in good faith, will endeavor to arrive at an adjustment;
 - (d) Should the Joint Committee be unable to make a satisfactory disposition of any dispute, complaint or grievance submitted to it for consideration, then and in that event;
 - (e) A National Representative or

Representatives may be present at the request of either party at any stage of the above procedure. If no satisfactory settlement is reached; then

- (f) Upon request to his supervisor, the Union committeeperson and/or chairperson will be allowed such time as is reasonably necessary during their working hours, without loss of pay, to perform duties with respect to the Grievance Procedure. Such request will be granted within a reasonable period of time.
- (g) Time limits may be extended by mutual agreement in writing.

7.02 Either party may refer the matter to arbitration as set up in the following manner; provided however, advice of intent to arbitrate must be given the other party within thirty (30) days following the last joint meeting on the grievance, failing which the matter will be deemed abandoned unless the parties have mutually agreed to an extension in writing.

7.03 When either party requests that a dispute be submitted to arbitration as herein before provided, it shall notify the other party in writing within 30 working days from the last joint meeting on the grievance. Such time limits can be extended by mutual agreement in writing. The

parties will exchange three (3) names to each other of acceptable arbitrators. If the parties are unable to agree on the sole arbitrator either party may request the Minister of Labour to appoint an impartial arbitrator. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. No matter may be submitted to arbitration that has not been properly carried through the proper steps of the Grievance Procedure. The decision of the arbitrator will be final and binding upon the parties hereto and the Employee concerned. Each of the parties hereto will jointly share the expenses of the arbitrator appointed.

- 7.04 If the parties representing the Union and the Company fail to agree on a mutually satisfactory arbitrator within a period of ten (10) days, then and in that event, either party shall call upon the Minister of Labour to appoint an arbitrator.
- 7.05 The decision of the arbitrator shall be made in writing and the arbitrator's findings of fact and interpretation of this contract with regard to the particular issue or issues in dispute shall be final and binding upon the parties. The arbitrator shall not make any decision inconsistent with the provisions of the collective agreement, nor will the arbitrator change, alter or amend any provision of the collective agreement.

- 7.06 The expense of the arbitrator, together with any other expense of the arbitration, shall be equally divided between the Union and the Company.
- 7.07 The applicable committeeperson(s) will be compensated at their regular rate for time spent during regular working hours attending grievance meetings and arbitration hearings. The committeeperson and an employee whose attendance is required at the hearing will request time off from the appropriate foreperson and reasonable time off will be allowed.
- 7.08 Policy grievances may be filed by the Union directly with the Plant Manager and may be subject to the arbitration procedure outlined above.

ARTICLE 8 - DISCHARGE AND SUSPENSION CASES

- 8.01 Employees discharged or suspended may use a special grievance procedure. The discharged employee may have a reasonable interview with a chairperson if available, if not, the appropriate committeeperson prior to leaving the premises. Both types of grievances may be handled in the same manner as policy grievances.
- 8.02 An employee who has been suspended or discharged will have an opportunity to an interview with the chairperson or a committeeperson before leaving the plant, provided there is no danger or risk to personal safety.

- 8.03 Discipline imposed on an employee for a violation of Article 24.09 (No Discrimination or Harassment) will remain on the employee's record permanently. Written warnings and suspensions for other infractions will be removed from the employee's file after eighteen (18) months and verbal warnings will be removed from the employee's file after twelve (12) months, **provided the employee remains discipline free during these periods of time.**
- 8.04 Disciplinary suspensions will be imposed within one (1) week of the infraction coming to the attention of the Management and will be served on consecutive workdays. All extensions required shall be granted due to any unforeseen circumstances or delays in any investigation.

ARTICLE 9 - SENIORITY

- 9.01 Seniority shall be determined by the length of continuous service with the Company. Continuous service in general means active service without interruption.
- 9.02 Although service is interrupted, seniority accumulates in the case of:
- (a) approved leaves of absence (the Company will give a written notice to the employee with a copy to the Union);

- (b) layoffs not in excess of twenty-four (24) consecutive months (or length of seniority whichever is greater) subject to recall requirements set forth below;
- (c) military service, provided application for reinstatement is made in accordance with current laws;
- (d) periods of injury or illness where a written leave of absence is not necessary; and
- (e) other legitimate reasons approved by the Company

9.03 A new employee entering the service of the Company shall be considered as a probationary employee during the first one hundred and twenty (120) calendar days of service and employees will not be considered as having established any seniority rights until the employee has completed the above designated number of days, after which seniority shall date from the time of hiring.

9.04 The Company shall have the absolute right to discharge any employee during the time that the employee is a probationary employee.

9.05 Maintenance employees who qualify to become permanent employees will receive holiday pay for any holiday, which had fallen during the last thirty (30) days of the probationary period.

- 9.06 Each employee will have seniority standing in the plant. Plant seniority will equal total continuous service with the Woodstock, Ontario plant in the bargaining unit.
- 9.07 If two (2) or more employees are hired on the same day, their names shall appear on the seniority list in alphabetical order.
- 9.08 The Company will maintain an up-to-date seniority list, which shall be posted on the bulletin board with a copy to the Union.
- 9.09 The following are the two (2) recognized departments:

- (a) Production and Loading
- (b) Maintenance, Skilled Trades Department

9.10 LOSS OF SENIORITY

An employee shall lose seniority and their employment shall be deemed terminated when the employee:

- (a) quits or is transferred to a position outside the Woodstock plant;
- (b) is discharged for just cause;
- (c) is laid off for a period in excess of twenty-four (24) consecutive months (or length of seniority whichever is greater);
- (d) has been granted a vacation or leave of absence and does not return at the

expiration date, unless said employee communicates with a supervisor prior to or before the end of the first hour of the employee's regular shift and tenders a satisfactory cause. In the event of an act of God or emergency beyond the employee's control, excuse may be tendered at the employee's earliest opportunity;

- (e) is absent for three (3) working days without authorization and does not give a satisfactory reason;
- (f) after continuous layoff of less than twenty-four (24) months (or length of seniority whichever is greater), the Company directs a notice of call-back to work to the employee's last known address on the Company's records and the employee fails to report for work within five (5) working days after being called by the Company, except in case of sickness or other good and sufficient reason approved by the Company if, in addition, the local Union is given forty-eight (48) hours in which to locate such employee and arrange for the employee's returning to work; or
- (g) is absent for thirty (30) consecutive months on account of illness or injury, noting that the cessation of employment will not affect the employee's eligibility for long

term disability benefits or any entitlement the individual may have under the *Workplace Safety and Insurance Act* and its Regulations.

- 9.11 If an employee is rehired following a break in service as set forth above, the employee's continuous service shall begin at that time.
- 9.12 All notices of resignations, layoffs, terminations, temporary hiring and student arrangements will be sent to the Chairperson.

ARTICLE 10 - PROMOTIONS, TRANSFERS AND TRAINING

- 10.01 In the Production and Loading Department, all permanent job vacancies and temporary jobs which are expected to last forty-five (45) days or more, exclusive of vacancies caused by sickness or injury , will be posted for three (3) working days and will be finally awarded within seven (7) working days after the closing of the bid. The job posting will detail the rate, shift and circumstances bearing on the timelines of the commencement of the job.
- 10.02 Plant seniority will first apply among those possessing the required qualifications, after which recourse will be had to other sources. The new rate will not apply until the employee is qualified. An employee will be deemed

qualified when the employee requires no more supervision than other qualified employees in the same classification.

- 10.03 In the event the employee is not qualified within forty-five (45) consecutive calendar days or ten (10) days for general labour, the employee will be returned to the employee's prior job and the next eligible bidder will then be given an opportunity to qualify.
- 10.04 During the qualification period, the rate of pay for an employee who is bidding up will be the employee's prior rate and, for an employee bidding laterally or downward, the rate will be ten (10) cents below the rate of the job on which the employee is being trained.
- 10.05 There shall be only a three (3) chain bid on all jobs posted on the board. The Company shall then have the right to fill the remaining vacancies and such vacancies will be announced within fourteen (14) days of filling the posting. An employee awarded and qualified on a bid job shall be required to remain on the job for a period of six (6) months and shall not be allowed to bid on a lower job during that time. If an employee bids on a posted position, which entails training, he must complete the training and may not bid on a subsequent vacancy for a period of twelve (12) months.

- 10.06 The parties agree to discuss the rates established covering a new job classification. In the event of a dispute between the Company and the Union regarding the establishment of such rate covering a new job classification, the Union must notify the Company of such dispute within fifteen (15) days after the rate of the job has been established. If the parties are unable to reach Agreement on the rate, the matter may be treated as a complaint and referred to the Grievance Procedure. The arbitrator shall be restricted in deliberation to the determination of the rate and, in arriving at a decision, shall be guided by the existing wage structure of this Agreement and the skills and/or responsibilities involved in the work of the new classification in relation to the skills and/or responsibilities involved the work of the other classification of the wage structure.
- 10.07 Employees promoted to salary positions at the Woodstock Plant will retain their seniority rights for a period of twelve (12) months from the date of their promotion. If such salaried employees are returned to the bargaining unit within twelve (12) months of their promotion, they may exercise their seniority by displacing the junior employee or make application for any job vacancy.

- 10.08 Employees in any classification are expected to perform any duties to which they may be reasonably assigned.
- 10.09 Employees temporarily transferred to a higher rated job shall receive the higher rate for the time spent on that job on an hour-by-hour basis.
- 10.10 When an employee is temporarily assigned to a lower rated job, the employee will continue to receive the regular rate for five (5) days. Thereafter, such employee will receive the rate of the lower rated job for the duration of assignment to such job, unless work is available in the regular classification.
- 10.11 (a) Temporary transfers of five (5) full working days or more will be offered to the senior classified employees, after which openings created will be offered to senior qualified employees in any classification provided this employee is not engaged in performing work which is required by the Company and work which no other qualified person is available to perform.
- (b) Any opening left vacated will be assigned to the junior qualified employee.
- (c) Vacancies of less than five (5) full working days will be assigned to a qualified employee as to cause the least amount of disruption to the plant. Where it would not

result in a loss of efficiency or productivity the Company will be prepared to discuss with the Union the practicality of offering the four (4) work days in the week in which a statutory holiday falls to the senior classified employee

(d) Sections a) and c) do not apply to the Unipacker position. See letter of understanding for procedures..

- 10.12 In the event a job is eliminated, the jobholder will be allowed to exercise seniority to a job for which the employee is fully qualified. If an employee who has been awarded and qualified on a job is later disqualified, the employee will be returned to the General Labour classification.
- 10.13 Selection and progression in the Maintenance Department will be made in accordance with the Maintenance Progression Plan.
- 10.14 Leadhand jobs will be appointed and maintained at the Company's discretion. Should a leadhand's job be eliminated or should the leadhand decide to return to a production or maintenance position, they will return to their last bid job. Should the leadhand not have sufficient seniority to return to their previous position, they will exercise their seniority pursuant to the collective agreement.

- 10.15 The Company will not retain a leadhand simply to avoid a layoff of a junior employee. Before the Company creates additional leadhand positions it shall discuss this with the Chairperson.
- 10.16 When job bidding or bumping occurs, the Company shall deal and consult with the Chairperson. The Chairperson will receive a copy of all applications for job bids.
- 10.17 When job classification starting times or hours of work change in excess of one (1) hour from the time of the originally bid on the job, the job will be rebid.
- 10.18 The Company will post at least annually and more often if required, its training requirements for the foreseeable future. Employees wishing to engage in training shall so indicate by signing the training requirement form. Any vacancies shall be filled in accordance with Article 10.

ARTICLE 11 - LAYOFF AND HIRING

- 11.01 When it becomes necessary to decrease the work force in the Production unit, probationary employees will be the first to be laid off. If further layoffs are necessary in the Production unit, plant seniority will apply, provided that the employees who are entitled to remain on the basis of seniority are capable of performing the work, which is available with normal instructions.

- 11.02 Seniority among the Skilled Trades covered by this Agreement shall be from date of entry in the trade and shall include any time served in the trade while the person remains an employee of the Company.
Employees who are in the Skilled Trades or have recall rights thereto shall retain their seniority established at that date and continue to accrue seniority thereafter.
When it becomes necessary to reduce the work force in the Skilled Trades Department, probationary employees will be the first to be laid off followed by apprentices. If further layoffs are necessary, the lowest person in the classification will be laid off first. If there is more than one (1) employee in a classification, seniority date of entry within that classification will prevail.
- 11.03 In the case of layoff, the employee may displace the junior employee whose work he is fully qualified to perform. Such employee will be given ten (10) working days to demonstrate his ability to perform the available work.
- 11.04 An employee cannot voluntarily give up the employee's bid job and bump another employee.
- 11.05 Whenever possible, the Company shall give the Plant Chairperson at least forty-eight (48) hours' advance notice of an indefinite layoff within one or more departments and the Plant

Committee shall meet with the Company to discuss whether the layoff is of a temporary or an extended nature and furnish a list of all employees scheduled to be laid off to the Plant Chairperson.

- 11.06 Rehiring will be effected in the reverse order of layoff.
- 11.07 The Company shall give the employee twenty-four (24) hours' notice of temporary layoff.
- 11.08 This will confirm that during recent negotiations the Company agreed to permit preferential layoffs in inverse order of seniority provided:
 - (a) the Employment Insurance Commission confirms in writing that to do so is in compliance with the Act and Regulations; and
 - (b) such layoffs shall be on a classification basis;
 - (c) so long as the efficiency of the operation is not negatively affected by the absence of the individual in question.

ARTICLE 12 - WAGES AND HOURS OF WORK

- 12.01 The attached scale of compensation shall be paid by the Company to the employees at this plant for the life of this contract.

- 12.02 The workweek and the payroll week shall start with the Sunday midnight shift and end the same time the following Sunday.
- 12.03 The workday and the payroll day shall start with the day shift and end twenty-four (24) hours later.
- 12.04 The following paragraphs and sections are intended to define 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, nor does it bar overtime. Unless stated otherwise, the normal workweek shall consist of eight (8) hours work per day, Monday through Friday.
- All employees in the bargaining unit, regardless of being on a one (1), two (2), or three (3) shift operation, will be given a twenty minute paid lunch and two (2) paid ten (10) minute breaks, one in each half of the shift. For a three (3) shift operation, the normal work week will start at 11:00 pm Sunday.

12.05 STUDENT RATE

The Company may hire students enrolled full time in a post-secondary educational institution to perform housekeeping duties and/or to perform work in the absence of regular employees, including, but not limited to, filling in for regular employees who have declined overtime or who are on vacation, personal paid holidays, leaves of absence et cetera, it

being understood that, with the exception of the summer vacation and Christmas holiday periods, students will not perform work where there is a bargaining unit member available and willing to perform such work.

Students shall be paid \$18.00 per hour (the Employer agrees to increase the student rate each year by the general wage increase in the Collective Agreement) and shall not have no further entitlements under this collective agreement. Students may work up to 12 hours a week while in school and full time hours during school breaks, including during the summer period from April 1 to September 30th, during designated reading weeks, and during the Christmas break from December 15th to January 5th. If the Company requires more help after September 30th, the student may make application in accordance with Article 9.03. An employee will not acquire seniority as a student; however he/she will pay Union dues in accordance with the Union Constitution and Article 4.02.

ARTICLE 13 - OVERTIME

- 13.01 There shall be no staggering of hours, either daily or weekly, by splitting shifts or by requiring employees to take off during the middle of the week in order to avoid the payment of overtime.

- 13.02 All work performed in excess of eight (8) hours in any one workday or forty (40) hours in one workweek, whichever, is the greater, shall be deemed overtime and shall be paid for at time and one-half (1 ½).
- 13.03 Time and one-half (1 ½) will be paid for work between 11:00 pm Friday and 11:00 pm Saturday.
- 13.04 Employees who worked on their regular shift and are recalled within twenty-four (24) hours of the start of that shift shall be paid at time and one-half (1 ½) for all hours worked after the end of their shift within the twenty-four (24) hour period from the start of their regular shift.
- 13.05 Double time (2X) will be paid for work between 11:00 pm Saturday and 11:00 pm Sunday and for work between 11:00 pm the day before and 11:00 pm on the day of a statutory holiday.
- 13.06 It is definitely understood and agreed that employees working where a premium rate is applicable, the premium rate will be paid for all hours worked within the premium paid time. As an example, if an employee works part of a shift where double time premium is applicable the double time rate will be paid for such hours worked. There will be no pyramiding of overtime or premium rates on any given day.

13.07 PRODUCTION AND MAINTENANCE
DEPARTMENT OVERTIME

- (a) Overtime in the Production and Maintenance Departments will be offered first to the classified jobholder on the shift or to that employee's temporary replacement. Where there are two (2) or more classified job holders on the shift, the employee lowest in overtime for the calendar year will have first preference. If declined by all classified job holders, followed by all qualified operators, said overtime will be assigned to the qualified employee with the lowest hours of overtime for the calendar year.
- (b) Overtime will be offered in such a way as to avoid shifts longer than twelve (12) hours.
- (c) In the case of overtime of less than four (4) hours to be worked on a Sunday evening, the classified employee who is working the Sunday night shift will be offered the overtime first. Overtime of four (4) hours or more on a Sunday evening will be offered to the classified employee on the afternoon shift or his temporary replacement first. If declined, the day shift classified employee or his temporary replacement will be offered the overtime. If all decline, said overtime will be assigned to a qualified employee

with lowest hours of overtime, regardless of posted shift, and in accordance with (b) above.

- (d) In the case of overtime of four (4) hours or less to be worked on a Friday evening, the classified employee who is working the Friday afternoon shift will be offered the overtime first. Overtime of four (4) hours or more on a Friday evening shift will be offered to the classified employee on the night shift or his temporary replacement first. If declined, the day shift classified employee or his temporary replacement will be offered the overtime. If all decline, said overtime will be assigned to a qualified employee with lowest hours of overtime, regardless of posted shift, and in accordance with (b) above.
- (e) An employee will be offered overtime for the weekend, including long weekends, preceding a vacation. An employee will not be offered overtime on weekends or long weekends while on vacation. No refused overtime will be recorded for overtime not worked on weekends at the start or end of vacation.
- (f) Refused overtime will be added to the total overtime hours for the calendar year record.

- 13.08 If overtime is to exceed two (2) hours, a one (1) hours non-paid supper period will be allowed as near the end of the regular shift as possible, depending on operating conditions
- 13.09 The Company will make every effort to give the employee notice at least by the end of the employee's shift on Thursday of scheduled weekend overtime work and the employee must accept or reject the overtime by the end of the employee's Thursday shift. If asked after Thursday shift, no refused overtime will be charged. The names of employees scheduled for weekend overtime work will be posted on the bulletin board by 1:30 pm Friday.
- 13.10 New employees and employees who are absent due to illness or accident shall be credited with the average number of hours of overtime working during such absence.
- 13.11 Summer students and probationary employees will not be offered or assigned scheduled overtime until all unionized employees within the department on the shift have been offered it first provided they are qualified to perform the work.
- 13.12 The employee may, at his/her discretion, receive full payment of overtime hours worked or elect to bank the equivalent paid overtime hours in lieu of payment in accordance with the following conditions:

- (a) Time off in lieu of overtime hours will be accumulated at the applicable overtime rate.
- (b) The employee cannot bank more than forty (40) hours from January 1 to December 31 of each year. The employee may bank an additional forty (40) hours, however this may only be taken as time off at the sole discretion of the Company
- (c) Time off may be taken in increments of eight (8) hours but not more than forty (40) hours at a time to be mutually agreed upon.
- (d) Employees will cash in any accumulated lieu days if such time is not taken by December 1 of that year and the Company will pay out the unused lieu days on the next following regular pay. All requests to bank overtime hours must be made at the call up of the overtime by the Supervisor, or his/her designate, prior to the start of the shift on the appropriate form supplied by the Company. A copy of the signed form (employee and Supervisor) will be given to the employee.
- (e) When employees request their lieu week off they shall do so with two (2) weeks' notice on the appropriate form to be supplied by the Company. When payment for banked time is made to an employee, the amount

per hour for such time shall be calculated upon the basis of the date on which the banked time is earned

- (f) The Company will commence this program by January 1, 2000.

- 13.13 (a) The Employer may designate a tradesperson to be on-call for a work-week to answer any questions that may arise. This tradesperson agrees to be available outside working hours to answer such questions. This tradesperson will receive one hour pay at straight time for each day (Monday to Friday) during the work-week and will not count against available hours or overtime to work.
- (b) For production employees, the expectation is that the production employee will first call a supervisor or the lead hand to address any issue. Where the supervisor or lead hand cannot address the issue, the supervisor or lead hand may contact a production employee who is not at work. The production employee will be paid one hour at straight time to answer any questions that the supervisor or lead hand may have. This time will not count against available hours or overtime to work. The Employer or Union may choose to discontinue this provision at any time.

ARTICLE 14 - PAID HOLIDAYS

14.01 Work on the following holidays shall be paid for in accordance with Article 13.05:

½ day before New Year's	Civic Holiday
New Year's Day	Labour Day
Family Day	Remembrance Day
Good Friday	Thanksgiving Day
Victoria Day	½ day before Christmas
Canada Day	Christmas Day
Employee Birthday	Boxing Day

14.02 Holidays falling on Saturday will be observed on Friday or Monday; holidays falling on Sunday will be observed on Monday.

14.03 The two (2) half-holidays will be observed on December 24 and December 31 respectively. If the two (2) half days fall on Saturday or Sunday, they will be observed on the previous normal working day.

14.04 The employee may choose not to take the day of his/her birthday off and instead may take it within the contract year on a date to be mutually agreed upon between the Company and the employee. The employee will give one (1) week's notice of their intent to or not to take their birthday off.

14.05 Three (3) paid personal holidays to be taken at a time mutually agreed upon between the employee and the Company. Should such

personal holidays not be used up by December 31st of each year, the Company will pay out such unused personal holidays. The Company shall respond to requests from employees to use their paid personal holidays within one (1) week, if practicable, having regard to the status of vacation schedule for the year.

- 14.06 Straight time (eight (8) hours) will be paid for the above holidays if not worked provided:
- (a) the holiday occurred more than thirty (30) days after the employee's first date of employment;
 - (b) the employee is entitled to wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday; and
 - (c) the employee works the holiday, if requested, unless the employee has a good reason for not reporting.
 - (d) Employees will have no entitlement to holiday pay if he/she fails without reasonable cause to work all of his/ her last regularly scheduled work day of work before the public holiday or all of his /her first regularly scheduled day after the public holiday.
- 14.07 The hours paid for working or not working on a holiday shall be included in the total hours

per week on which overtime pay is computed unless the holiday falls outside the regular forty (40) hour workweek of Monday through Friday, or in the case of Maintenance employees, on an overtime day.

ARTICLE 15 - JURY PAY

- 15.01 Any employee called for jury duty or subpoenaed by the Crown as a witness shall be reimbursed by the Company for the difference between jury fees and the straight time wages the employee would otherwise have received (not in excess of eight (8) hours per day or forty (40) hours per week) for the actual time the employee is necessarily required to be absent from work, providing the subpoena does not involve an employee's personal case.
- 15.02 Such time for which compensation is paid will be counted in computing overtime.

ARTICLE 16 - REST PERIODS

- 16.01 All employees on regular shift shall be given two (2) rest periods of ten (10) minutes each during any given shift, one in each half of the shift. Rest periods on the day shift shall be taken during the following times:

9:00 am — 10:30 am

1:30 pm — 3:00 pm

ARTICLE 17 - REPORTING PAY

- 17.01 Any employee scheduled and reporting for work shall receive not less than four (4) hours' work or four (4) hours' pay at the appropriate rate for such work (straight time, overtime or other premium rate) provided the employee is present, ready, willing and able to work four (4) hours. If the employee should leave of the employee's own accord or because of illness, the four (4) hour rule will not apply.

ARTICLE 18 - CALL-IN AND CALL-BACK PAY

- 18.01 An employee called back to work after the employee has clocked out and left the plant premises will receive not less than four (4) hours' work or four (4) hours' pay at the appropriate rate. An employee on emergency call-back will be required to complete only the assignments for which the employee is called back.
- 18.02 An employee called in before the employee's regular shift normally begins will be paid the appropriate overtime rate, if applicable in accordance with Article 13, for any hours worked prior to regular starting time.
- 18.03 The above provisions do not apply in the event that lack of work was due to causes beyond the normal control of Management, such as fire, tornado, strike, power failure or other similar emergency.

ARTICLE 19 - INJURY LOSS

- 19.01 An employee injured on the job shall be paid for the balance of the shift on which the injury occurred if, as a result of such injury, the employee is sent home or to an outside hospital. The Company will make available transportation for such injured employee if required.

ARTICLE 20 - LEAVES OF ABSENCE

- 20.01 Leaves of absence without pay may be granted by the Company for good reason for a period not in excess of ninety (90) days (sixty (60) days maximum in the event of conviction under the Ontario Highway Traffic Act) without loss of seniority rights.
- 20.02 Good cause for an employee request for a leave of absence will include illness or injury of employee, illness or injury of some member of the employee's immediate family, school, church or lodge activities, Union business (limited normally to one at a time), etc.
- 20.03 A leave of absence in excess of ninety (90) days may be granted if the circumstances are exceptional, such as long illness. In the case of employees who become members of the National Staff, or are elected to a full-time position in Local 636, shall be granted a leave of absence by the Company for a period of up to three (3) years without pay or benefits.

Such employee shall retain and continue to accumulate seniority.

- 20.04 In the event of leave of absence for Union business, the employee taking such leave shall continue to accumulate seniority. No leave of absence with reapplication shall continue beyond the term of the contract.
- 20.05 During the contract negotiations, the Union raised the issue of incidental Union leaves of absence. The Company understands that circumstances may arise from time to time when it will be necessary due to the urgent nature of a situation for a representative of the Union to attend functions on behalf of the membership with short notice. The Company agrees to make reasonable efforts to accommodate the Union by allowing one (1) representative a short term leave of absence provided twenty-four (24) hours notice is given, and seventy-two (72) hours notice if possible.
- 20.06 The Company agrees to pay into a special fund two (2) cents per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, UNIFOR and sent by the

Company to the following address:

UNIFOR Paid Education Leave Program
UNIFOR
205 Placer Court
Toronto, ON.
M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days in aggregate per year. Employees on said leave of absence will continue to accrue seniority and benefits during such leave. Leave will not be granted during the months of June, July and August and must be taken in one (1) week blocks, except by mutual Agreement. The Union will give the Company five (5) workdays notice of its desire to take such leave. A maximum of one (1) person may be on leave at one time.

ARTICLE 21 - BEREAVEMENT LEAVE

21.01 Leave of absence for five (5) days with pay will be granted employees in the event of the death of the employee's child, grandchild, spouse or parents. A leave of absence of three (3) days with pay will be granted employees in the event of the death of the employee's immediate family. The immediate family consists of brother, sister,

father-in-law, mother-in-law or grandparents. A leave of absence for one (1) day with pay will be granted employees in the event of the death of the employee's aunt or uncle and their spouse's grandparents, brother and sister-in-law provided the day in question is a normal working day.

- 21.02 If bereavement occurs during an employee's vacation, the relevant number of days of leave three (3) or five (5) to which the employee is entitled will be added to their vacation to be taken at a time mutually agreed upon.

A leave of absence for one (1) day with pay will granted employees for the attendance of the funeral of a brother-in-law, sister-in-law, spouse's grandparents, aunt and uncle during vacation.

- 21.03 If travel is required, an additional two (2) days will be granted without pay.

ARTICLE 22 - VACATION PLAN

- 22.01 Vacation eligibility shall be based upon total Company service.

- 22.02 (a) In order to cause the minimum of disturbance to plant operation, the Union agrees that the holiday period for each eligible employee shall be decided by the Company. In attempting to meet specific

requests, preference will be shown on the basis of seniority.

- (b) The vacation schedule for the upcoming year will be started October 1st of each year and each employee will be allowed forty eight (48) hours to choose his/her allotted weeks of vacation. Vacation will be chosen on a two (2) week, two (2) week, one (1) week, one (1) week rotation.

22.03 In the case it may be possible or advantageous to close any or all of the plant units for a given period on a planned shutdown, the Union agrees that all employees who may be eligible for vacations at the time will take whatever part of their vacations, while the plant is closed, as the time may permit, provided their service may not be required for special work to be done during the closed period.

22.04 The following is the basis upon which vacations are earned through employment with the Company:

- (a) Upon completion of twelve (12) months' service, two (2) weeks or ten (10) working days with pay, calculated on the basis of four (4) percent of the employee's hourly rate, shift premium pay, overtime, Workers' Compensation payments, Weekly Indemnity payments and Statutory Holiday

pay received by the employee in the last calendar year, or paid for each week of vacation entitlement, forty (40) hours at the employee's prevailing hourly rate, whichever is greater.

- (b) Upon an employee's leaving the employ of the Company with more than thirty (30) days but less than one (1) year of service, the employee shall receive pro-rate vacation pay at the rate of four (4) percent of total earnings.
- (c) Upon completion of sixty (60) months or five (5) years of service, three (3) weeks or fifteen (15) working days' vacation with pay, calculated on the basis of six (6) percent of the employee's total earnings as specified in (a) above, or paid for each week of vacation entitlement, forty (40) hours at the employee's prevailing hourly rate, whichever is greater.
- (d) Upon completion on one hundred and twenty (120) months or ten (10) years of service, four (4) weeks or twenty (20) working days' vacation with pay calculated on the basis of eight (8) percent of the employee's total earnings as specified in (a) above, or paid for each week of vacation entitlement, forty (40) hours at the employee's prevailing hourly rate, whichever is greater.

- (e) Upon completion of two hundred and four (204) months or seventeen (17) years of service, five (5) weeks or twenty-five (25) working days' vacation with pay calculated on the basis of ten (10) percent of the employee's total earnings as specified in (a) above, or paid for each week of vacation entitlement, forty (40) hours at the employee's prevailing hourly rate, whichever is greater.
- (f) Upon completion of three hundred (300) months or twenty-five (25) years of service, six (6) weeks or thirty (30) working days' vacation with pay calculated on the basis of twelve (12) percent of the employee's total earnings as specified in (a) above, or paid for each week of vacation entitlement, forty (40) hours at the employee's prevailing hourly rate, whichever is greater.

22.05 Vacation pay will not be allowed for vacations not taken within the period or periods designated by the Company, nor will it be permissible to accumulate vacations from one vacation year to another.

22.06 An employee having received vacation pay in accordance with the above schedule and who leaves the employ of the Company prior to completion of the next vacation year will receive

the appropriate percentage of earnings for the period between January 1st and the date of separation.

- 22.07 Recognized holidays (as set forth in Article 14.01) which fall within a vacation period will not count as part of such vacation benefit, but the employee will receive an additional day of vacation or an additional day's pay. The employee must give ample notice of intent to exercise the right to take an additional day of vacation and not the pay, and will not be allowed to take it until approved by the Management.
- 22.08 The vacation period is from January 1st to December 31st. Seniority employees will be given preference on vacation requests up to a maximum of two (2) weeks during the period May 1st through September 30th, subject to operating requirements. At the Company's discretion it will permit two (2) production employees and two (2) maintenance employees to be off on vacation during the Christmas period of December 18th to January 5th provided there is no impact on the business or production requirements.
- 22.09 Employees cannot waive their vacations and draw double pay for working during time allowed.

- 22.10 Should an employee become ill on vacation and such illness requires hospitalization, such lost time will be rescheduled at a mutually agreeable time.
- 22.11 During non-peak times (January **1** to **March 31 & October 1** to December 31) the Company will allow three (3) production employees to be off on vacation at the same time, **subject to operating requirements.**
- 22.12 **During the summer period from April 1 to September 30, the Company will allow four (4) production employees to be off on vacation at the same time, subject to operating requirements.**
- 22.13 **The Employer agrees that where an employee is booked for vacation and subsequently goes off on short term disability, the employee will either take the vacation at the outset of the short term disability claim (thereby delaying the start of the short term disability claim); will take the vacation upon return to work following the short term disability claim or if the employee's short term disability claim runs past December 31 or if the employee is prevented by the Employer from taking vacation either before or after the start or end of the short term disability claim and the employee has unused vacation, the unused vacation will be paid out to the employee.**

ARTICLE 23 - BULLETIN BOARDS

23.01 Union notices of non-controversial nature may be posted on the Company bulletin board after clearance with the nearest available official of the Company.

ARTICLE 24 - HEALTH AND SAFETY

24.01 The health and safety of the employees shall be properly protected. The Company agrees to maintain rest rooms and washrooms in a clean condition, and the Union agrees it is the responsibility of each employee to cooperate in this regard.

24.02 The Company will furnish industrial grade safety glasses, including frames, without cost to employees. For employees requiring prescription glasses, the Company will pay the cost of one (1) pair of industrial grade prescription lenses, including frames, per year. Effective date of ratification cost of frames will not exceed sixty-five dollars (\$65.00) and effective October 1, 2004; cost of frames will not exceed seventy-five dollars (\$75.00).

24.03 The Company will furnish up to two (2) uniforms (shirts and pants or coveralls) on May 1st of each year for each employee. Such uniforms must be worn while on duty and will be maintained in a clean and neat condition by employees. In lieu

of the two (2) uniforms provided each year, the employee may elect to receive one (1) uniform and select one of the following items: (i) one insulated coveralls; (ii) a spring jacket; (iii) a winter jacket; or (iv) five (5) towels. In addition, employees holding the job classification of Elevator Operator will be provided with two pairs of high visibility coveralls on May 1st of each year. The present practice of furnishing and maintaining uniforms for Micro and Mixer Operators will continue without charge. Employees on jobs where they are furnished linen supply coveralls will also receive the above uniforms. Pellet Mill Operators will be provided with coveralls.

- 24.04 The Company will pay up to one hundred and seventy-five dollars (\$175) effective October 1, 2013 in all classifications towards the purchase of one (1) pair of safety shoes per contract year, to be paid within seven (7) working days of submitting the receipt and provided the shoes are purchased from a Company approved source and worn at all times on the job. Employees must wear green patch safety boots/shoes and must be CSA approved.
- 24.05 The Company agrees that two (2) members of the Joint Health and Safety Committee, one (1) member from Management and one (1) member from the Union, will complete health and safety certification training.

24.06 The Company will pay the full cost of the training including lost time, course fees and materials, travel, accommodation and expenses.

24.07

- a) The certification training will consist of three (3) days (24 paid hours) training.
- b) The Company agrees that all certification training for Union representatives will be conducted by instructors provided by the Workers' Health and Safety Centre.

24.08 Health and Safety — Right to Refuse

In the event the Health and Safety 'Right to Refuse Unsafe Work' legislation is revoked, the Company, for the life of this Agreement, will recognize an employee's right to refuse to perform work, which the employee reasonably believes, may be hazardous to his/her health and safety. No employee will suffer a loss of wages or be subject to discipline for exercising this right in good faith.

24.09 If the Union brings to the Company's attention a concern arising out of training, the Company will investigate such situation and advise the Union of its findings and make legitimate efforts to resolve any reasonable concern.

24.10 SEXUAL HARASSMENT

No Discrimination or Harassment

The Company and the Union agree that no employee shall in any manner be discriminated against or harassed, coerced, restrained or influenced because of age, race, sex, religious affiliation, religion, colour, sexual orientation, disability, national or ethnic origin, political affiliation, marital status, family status, conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered, and membership or activity in any labour organization.

Sexual Harassment

The Union and the Company recognize the problem of sexual harassment defined as:

- (a) unnecessary touching or patting;
- (b) suggestive remarks or other verbal abuse;
- (c) leering at a person's body;
- (d) compromising invitations;
- (e) demands for sexual favors;
- (f) physical assault

The parties agree that when there is adequate verification from a recognized professional (ie. doctor, lawyer, professional counselor), an employee who is in an abusing or violent

personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Company, the Union and the affected employees, and will not be utilized by the union or employees to subvert the application otherwise appropriate disciplinary measures.

24.11 Modified Duty Program

The Company and the Union agree to cooperate with respect to the administration of a modified / light duty program for all work and non-work related injuries and / or illness, and pregnancy (when requested by the employee). The plant chairperson will appoint the Union's member from the bargaining committee.

In the event an employee becomes disabled but is capable of performing some job duties, exception will be made in favour of such employee on the following basis:

- (a) If a vacancy occurs in a job, which an employee with restriction can perform, they may be placed on such job for the duration of the work restrictions without the necessity of a job posting.

In cases where there are no job vacancies, the employee with restrictions may be temporarily placed on an existing job after consultation with the Union. The affected employee(s) will be entitled to exercise their seniority rights pursuant to the collective agreement.

Modification of the disabled employee's existing job so that it can be performed within the restriction provided by the Doctor's Certificate will always be considered.

- (b) A Doctor's certificate of disability prepared by the employee's own doctor must be submitted. If a dispute exists between the employee's doctor and the company, the company will use a mutually agreeable medical facility to determine the medical status or limitations of employees. In such cases, the company will pay the cost of the evaluation and any time lost from work to attend medical appointments required for the evaluation. The decision of this recognized independent evaluation/assessment group, shall be binding on the Company, Union and employee.
- (c) An employee placed on a job because of a disability will have the work restriction reviewed with the time stated on the Doctor's certificate or at intervals otherwise indicated by the Company, which intervals

shall not exceed one year.

- (d) The Company will review all the circumstances with the Union Committee before exercising this provision. All exceptions to the seniority provisions of the collective agreement must be mutually agreed by the parties.

ARTICLE 25 - GENERAL

- 25.01 Where the male pronoun is used in this Agreement, it will be construed to mean either male or female.
- 25.02 All employees will be provided with the collective agreement in coil-bound booklet form.
- 25.03 The Company will make reasonable efforts to properly train maintenance employees on all new equipment and new installation.

ARTICLE 26 - HEALTH INSURANCE, LIFE INSURANCE AND RETIREMENT

26.01 BENEFITS

All hourly employees will participate in the Cargill benefits plan for the following benefit coverage outlined in a separate document.

- i. Short Term Disability Benefits (Weekly Indemnity Benefits)
- ii. Long Term Disability Benefits
- iii. Eye examinations
- iv. Drug Plan
- v. Dental Plan
- vi. Paramedical Services
- vii. Extended Health Care — Travel insurance, Hospitalization
- viii. Life Insurance

Updated benefit book to be issued within three (3) months after ratification.

The weekly short term disability benefit of 66 2/3 wages shall be to a maximum of the greater of: the current employment insurance maximum weekly benefit; or \$537 for production employees and \$560 for maintenance employees.

- 26.02 The Company shall not make any changes in its ~~retirement~~ and insurance plans, which would affect the employees in the bargaining unit without consulting the Union. **If the Company changes insurance plans, it will ensure that the same or similar coverage is provided.**
- 26.03 The Company will maintain a Vision Care Plan on the basis of three hundred and sixty dollars (\$360.00) every twenty-four (24) months for employees and dependent family members. Employees will be required to submit original receipt to the Company.
- 26.04 The Company will contribute two dollars and forty cents (\$2.40) ,per compensated hour paid to a maximum of 2,080 hours per year to provide a retirement benefit to CWIPP, or a registered retirement savings plan, as directed by the Union, for employees with a minimum of one (1) year service and who are full time and who have not exercised their right to terminate their enrollment in CWIPP to enable them to begin receipt of the CWIPP pension. This contribution is in addition to and separate from the Company pension plan.
- 26.05 Employees who retire at age sixty (60) to sixty five (65) shall continue to receive their benefits coverage for themselves and their spouse until the employee's sixty-fifth (65) birthday, at no cost to the retiree. This clause is in effect only for employees of record November 25, 2013.

26.06 The company agrees to cover the cost of a Paid Up Life Insurance Plan of five thousand (\$5000) dollars at the time of retirement.

26.07 Early Retirement Benefit

The Company will make available to any employee with twenty-five (25) years or more of service between the ages of sixty (60) and sixty-five (65) the opportunity to the following early retirement benefit for the life of the collective Agreement.

A monthly special bridging benefit of two hundred and sixty dollars (\$260.00), payable until the earlier of death or attainment of the age of sixty-five (65).

The Company agrees to make a lump sum payment for this benefit with a minimum of one (1) month notice of the employee's intention to retire.

26.08 For employees enrolled in the defined benefit component of the Company's pension plan, effective January 1, 2017, the Company shall match an employee's additional voluntary contribution to the defined contribution component of the plan at a rate of 50 per cent for up to a 4 per cent contribution by the employee, so that the Company's maximum matching contribution to this component of the plan is 2%.

- 26.09 For employees enrolled only in the defined contribution component of the Company's pension plan, the Company shall match the employee's mandatory contribution of 3% of pensionable earnings, to be calculated each pay period. Employees shall have the option to contribute an additional voluntary contribution of 1% the pensionable earnings to the plan.

ARTICLE 27 - SAVINGS CLAUSE

- 27.01 In the event any provision of this Agreement shall at any time be declared invalid by any Court or administrative agency of a competent jurisdiction, then that clause shall be deemed to be deleted from the Agreement and not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

ARTICLE 28 - DURATION

- 28.01 This Agreement shall take effect as of October 1, 2020 and shall remain in full force and effect until midnight, September 30, 2023, and thereafter remain in force until terminated or amended as hereinafter provided.
- 28.02 Either party desiring to amend or terminate this Agreement may do so by giving notice in

writing, to the other party at least sixty (60) days prior to the anniversary date.

- 28.03 This Agreement may be amended or revised in any of its provision during its existence by mutual Agreement, provided such amendments are in writing and are executed by the Company and the Union in the same manner as this contract.

IN WITNESS WHEREOF, the parties have cause this Agreement to be executed
this day of , 2020.

Cargill Animal Nutrition, Division of
Cargill Ltd., Woodstock, Ontario

Unifor and its Local 636











D.J. Sirais



ATTACHMENT 'A' - WAGE RATES

ATTACHMENT TO AGREEMENT, effective October 1, 2020 between Cargill Animal Nutrition, Division of Cargill Ltd., Woodstock, Ontario Plant and the UNIFOR AND ITS LOCAL 636.

EFFECTIVE CLASSIFICATION	Existing Rate	EFFECTIVE OCTOBER 1, 2020	EFFECTIVE OCTOBER 1, 2021	EFFECTIVE OCTOBER 1, 2022
<i>Production and Loading Department</i>				
General Labour	25.67	26.18	26.71	27.24
Head Housekeeper	27.03	27.57	28.12	28.68
Bulk Loader	27.35	27.90	28.45	29.02
Unipacker	27.35	27.90	28.45	29.02
Elevator Operator	27.35	27.90	28.45	29.02
Corn Plant Operator	27.35	27.90	28.45	29.02
Micro Premix Operator	27.35	27.90	28.45	29.02
Batchmixer Operator	28.08	28.64	29.21	29.80
Pellet Operator	28.08	28.64	29.21	29.80
Utility Operator	27.35	27.90	28.45	29.02
Warehouse Leadhand	28.13	28.69	29.27	29.85
Production Leadhand	28.68	29.25	29.84	30.44
<i>Maintenance Department</i>				
Journeyperson	33.71	34.38	35.07	35.77
Maintenance Leadhand	34.31	35.00	35.70	36.41

Production Leadhand rate will be fixed at sixty (60) cents above the rate of the Batchmixer rate and the Maintenance Leadhand rate will be fixed at sixty (60) cents above the rate of the Journeyman rate. Maintenance Leadhands are recognized by the Company as Journeymen in Skilled Trades who have advanced through the Maintenance Progression Plan.

Effective November 7, 2005, premium over day rates shall be paid for night shift work as follows:

Afternoon Shift . . . seventy-five cents (\$0.75)

Night Shift eighty cents (\$0.80)

New employees may receive fifty (50) cents under the job rate for the first thirty (30) days of employment.

MAINTENANCE, SKILLED TRADES DEPARTMENT

1. For purposes of this Agreement, Skilled Trades are the Ontario Industrial Mechanical, Millwright or **Electrician** as recognized by the Ministry or by UNIFOR. **Employer agrees to meet with Union to discuss job description should it hire an Electrician.**
2. The National Skilled Trades Representative may enter the plant after prior notification to the Company.

3. There shall be a once yearly Skilled Trades dues deduction of one-half (1/2) hour's pay in January of each year.
4. A Skilled Tradesperson may once in his/her career exercise seniority to move into the Production group if he is displaced from the Skilled Trades due to a reduction in the work force provided he/she is qualified to perform the work required.
5. An employee who is in the process of completing the Industrial Millwrights or Electricians course at a community college will, subject to seniority, be given first opportunity to enter the Maintenance Department provided he/she is qualified to perform the work required.

1. **The Employer agrees that Two Maintenance Employees can be off on vacation on the same week, provided they are not on the same shift and the Employer can continue to run its operations.**

2. Maintenance employees will work permanent shifts as follows

Day 7:00 am until 3:00 pm

Afternoons. 3:00 pm until 11:00 pm

Midnights 11:00 pm until 7:00 am

Such shifts will be given on the basis of seniority. However it is understood there may

be times where the company may change and employee's shift for the purposes of training or other pressing operational needs of the company. Such changes will be done by seniority.

8. Within twenty (20) working days of submitting the original receipt, the Company will pay a tool allowance of up to two hundred and fifty dollars (\$250.00) per year for the purchase by Maintenance employees of new tools with the prior approval of the supervisor.
9. The Company agrees to replace tools broken on the job upon presentation of the broken tool. A pouch will be provided to a maximum value of fifty dollars (\$50.00).
10. Journey person must have, or be apprenticing for certification pursuant to the *Ontario College of Trades and Apprenticeship Act*.

Upon receipt of confirmation from the Ministry that an apprentice has satisfactorily completed the requirements to become a journey person and obtains a Certificate of Qualification from the Ontario College of Trades, the employee shall be awarded seniority in the skilled trades classification retroactive to the day that he/she commenced the apprenticeship with the Company.

11. Upon production of original receipt, the Company will reimburse a journey person for the annual membership fee imposed by the Ontario College of Trades.
12. Job requirements will include those set forth in the written job descriptions and also the satisfactory completion of trade school courses, which will be worked out by a joint committee. Attendance at school will be on the employee's own time. The Company will share in the cost of any tuition in accordance with its standard program. Upon successful completion of course pre-approved by the Company, the Company will reimburse the Maintenance employee for the cost of tuition of said course.

13. APPLICANTS TO MAINTENANCE
DEPARTMENT

The following procedure will be followed in considering applicants for job openings in the Maintenance Skilled Trades Department.

The Company will give written notice to Plant Chairperson of its intention to hire either an apprentice or a journey person in the trade. The determination of whether there is a requirement for an apprentice or a journey person shall be made by the Company.

The job will be posted for bid.

Applicants from the bargaining unit for positions of journeyman and apprentice will be accepted on the basis of seniority provided the qualifications set by the relevant Ministry are met.

After this procedure is completed, if there are no eligible employees, the Company may choose an outside applicant.

14. APPRENTICESHIP PROGRAM

Apprenticeship Eligibility Requirements

In order to be eligible for apprenticeship under these standards, the applicant must meet the following qualifications:

- (a) He/she must have a Grade 12 S.T. & T. and/or its equivalent.
- (b) He/she must be 18 years of age or older and present employees 18 years of age or older.
- (c) Exceptions to these requirements may be made by the Joint Apprenticeship Committee for applicants who have unusual qualifications, which may apply to the apprenticeship.

Credit for Previous Experience

Employees of the Company and those who have had previous employment experience, who desire to become apprentices and are selected, may be allowed credit in accordance

with these standards for applicable experience.

Evaluated work experience must have been gained under an apprenticeship program or under a trainee, upgrader and/or changeover program and not in a trade school or vocation school.

Returned veterans may have their service work record evaluated and credit given on apprenticeship for applicable experience gained in the Armed Services after evaluation by the Joint Apprenticeship Committee.

Terms of Apprenticeship

The first 500 hours of employment, for every apprentice shall be a probationary period. During this probationary period, the apprenticeship Agreement may only be cancelled by the Company after consultation with the Joint Apprenticeship Committee. The Registration Agencies shall be advised of all such cancellations.

Hours of Work

Apprentices shall work the same hours and be subject to the same conditions regarding overtime as the skilled men/women employed by the corporation. In case an apprentice is required to work overtime he/she shall receive credit on the term of apprenticeship for only the actual hours of work.

Apprenticeship Wages

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages, as follows:

1st 1,000 hours (6 months)

Production Batch Mixer Operator rate

2nd 1,000 hours

Production Batch Mixer Operator rate + 10%
of Rate of Difference

3rd 1,000 hours

Production Batch Mixer Operator rate + 20%
of Rate of Difference

4th 1,000 hours

Production Batch Mixer Operator rate + 30%
of Rate of Difference

5th 1,000 hours

Production Batch Mixer Operator rate + 40%
of Rate of Difference

6th 1,000 hours

Production Batch Mixer Operator rate + 55%
of Rate of Difference

7th 1,000 hours

Production Batch Mixer Operator rate + 70%
of Rate of Difference

8th 1,000 hours

Production Batch Mixer Operator rate + 85%
of Rate of Difference

Rate of Difference' shall be the difference between a Batch Mixer Operator rate and the rate established for a journey person classification for which the apprentice is training.

Apprentices who are given credit for previous experience shall be paid upon signing the apprenticeship Agreement, the wage rate for the period to which such credit advances them.

When an apprentice has completed 8,000 hours of training, he/she is to receive not less than the minimum rate to skilled journey person in the classification or trade in which he/she has served his/her apprenticeship after approval of his/her completion of training by the Joint Apprenticeship Committee.

The Corporation agrees to pay on behalf of apprentices covered by this Agreement, for books, registration fees and/or tuition required in connection with related training under the apprenticeship program.

Apprentices who are required to be absent from work for extended periods to receive required classroom instruction as part of the progression to journey person will receive a bonus of six hundred dollars (\$600.00) provided they successfully complete the course.

Apprentices required to be absent from work in order to receive required classroom instruction will be given the first opportunity to work available weekend overtime up to an amount equal to twenty-five percent (25%) of the amount of the unemployment insurance benefits he/she is receiving. Notwithstanding any other provision of this Agreement, no other Skilled Tradesperson or apprentice will grieve overtime assignments made in this fashion.

Establish a Joint Apprenticeship Committee

There will hereby be established a Joint Apprenticeship Committee. This committee shall be composed of one (1) representative of the Union and one (1) representative of the Company.

It shall be the duty of the Committee to:

- (a) see that each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept as well as the benefits he/she will receive.
- (b) Hear all questions involving apprentices relating to the apprenticeship.
- (c) Make suggestions for the improvements of the apprenticeship training.
- (d) Make recommendations for the successful operations of the apprenticeship standards in the plan.

(e) Make recommendations on training of the apprentices and the present Skilled Trades journeyperson.

15. If an employee becomes a journeyperson as recognized by UNIFOR, but does not yet have his/her Ontario Certificate, the Company will allow the employee to go to school two (2) months of each year for up to three (3) years to obtain their certificates on the basis of an unpaid leave of absence.

16. MAINTENACE PROGRESSION PLAN

Within the Maintenance, Skilled Trades Department there will be three (3) classes:

- Leadhand
- Journeyperson
- Apprentice

An apprentice will advance to journeyperson when his apprenticeship is complete and his/her license from the Ministry is obtained. Leadhands shall be appointed by the Company.

The Company will furnish, upon request of an employee, a letter containing the past work record of that individual employee.

All Maintenance employees shall be either a journeyperson or an apprentice. The apprentice will be paid the Class 'B' rate.

17. MAINTENANCE HOURS OF WORK

The Company will not establish a regular day shift that commences before 5:00 am or after 7:30 am. If an employee is called in to work before his posted shift, he shall receive the appropriate rate of overtime.

18. STANDBY PAY

The Maintenance employee who is assigned on a weekend by Management to be on emergency standby, shall be paid two (2) hours at his/her regular rate per day if the employee is not called to work that day. If he/she is called he shall receive only the call back or call in pay provided in Article 18.

19. MAINTENANCE OVERTIME

— See Article 13.07

Modified

20. UNIFORMS

Maintenance employees will receive one (1) pair of clean linen coveralls each day, if required.

21. During the 2013 Negotiations both parties discussed the company's position/policy concerning the performance of maintenance or trades work, and the circumstances under which such work may be contracted out. It is recognized and understood that at times, and for varying reasons, it is not considered practical or advisable

for certain work to be performed in-house. The company must therefore reserve the right to decide how and by whom any work is to be performed. This clause/letter is not to be regarded as affecting that right. Provided the company has the necessary facilities and equipment and such work can be performed by the employees in question, in a manner that is competitive in terms of cost, quality and within projected time limits, it is the company's intention to fully utilize its own employees in the skilled trades classification in the performance of maintenance , preventative maintenance, fabrication and installation of equipment customarily performed by the skilled trades workforce in the plant. The company will provide the skilled trades person with as much notice as possible regarding the outside contracting of work normally performed by the skilled trades workforce. It is further understood that no bargaining unit skilled trades journeymen/ journeymen with the appropriate skills and ability and who customarily performs the work in question will be indefinitely laid off as a direct and immediate result of work being performed by outside contractors, provided the company has the necessary facilities and equipment and the work can be performed by such employees in a competitive manner.

LETTERS OF INTENT

1. October 15, 2003

It is understood that Leadhands are not managerial and have no authority to discipline bargaining unit employees. They do have responsibility for organizing and assigning work.

David Shaw

2. November 5, 2005

During contract negotiations the Union raised the issue of coverage for drugs for erectile dysfunction.

It was agreed that employees supplying medical documentation (Doctor's note) supporting their need for such drugs would have their costs covered under the drug plan (Article 26.01b).

Sandra Wolfe

3. November 5, 2005
Production Department Overtime

The Company agrees in so far as it is possible and practicable to equalize overtime. Employees entering the classification shall assume an average of the amount of overtime in that classification.

Overtime records will be posted weekly on the employee bulletin board.

If an appropriate employee refuses, that person

is charged as overtime worked.

If an eligible employee in a classification is overlooked, that employee will be given the next available opportunity. If an overtime assignment is misappropriated, the effected employee should work out an alternative assignment with their supervisor. It is expected that continual misappropriation of overtime assignment will be dealt with through the grievance procedure.

Sandra Wolfe

4. PLANT CLOSURE AGREEMENT

The Company will endeavor to advise the Union at least six (6) months in advance of any contemplated shutdown of operations that will affect the employees. Such notice shall be in writing and indicate the reason for the action.

The Union and the Company will meet immediately to discuss the contemplated shutdown.

If the contemplated shutdown results in permanent job losses or closure of the plant. The Company will meet with the Union to discuss enhanced severance packages for the employees affected by permanent job losses or closure of the plant. This meeting will take place 3 months prior to either event taking place.

The Company will participate in a labour-management Adjustment Committee and the Union will seek financial assistance from the Industrial Adjustment Service (Federal Government) and the Office of Labour Adjustment (in Ontario).

Every worker who is to be laid off will receive an in-depth one (1) hour individual needs assessment conducted on Company time and provided at Company expense.

The Company will provide adequate release time to members of the Adjustment Committee to effectively do their jobs.

5. PACKER/UNISTACKER AND ELEVATOR OPERATOR OVERTIME

During recent collective bargaining negotiations, the parties agreed that the Company would offer to the afternoon shift operator on Friday evenings four (4) hours of an eight (8) hour block of overtime, provided any refusal by either the day shift or afternoon shift operator is to be charged as a refusal, and that the provisions of Article 13.09 will not apply.

6. HEARING AIDS

Once in a three (3) year period, upon provision of a original receipt, the Company will provide up to eight hundred dollars (\$800.00) towards the cost of hearing aids for the employee.

7. UNIPACKER

It is the Company's intent to reduce the time an individual is working on packing for more than two hours consecutively. After discussion with the Union committee it has been decided to create a new job position to allow the splitting of packing time between operators who currently perform packing and unistacker. The identification of Unipacker 1 and Unipacker 2 is to allow for ease of deciding in which "task" the Unipacker will operate and to allow for even distribution of vacation week coverage to days. If there is a mutual decision between Unipacker operators on the same shift to rotate between Unipacker 1 and Unipacker 2 the company will not interfere as long as the work is being performed.

Unipacker 1 on afternoons will have the first opportunity to cover the day shift Unipacker 1 vacation time. Unipacker 2 on afternoons will have first opportunity to cover the day shift Unipacker 2 vacation time. The Unipacker 2 position on days will have the opportunity to cover the task of dayshift Unipacker 1 during the vacation of Unipacker 1.

Overtime on Unipacker will be as per the collective agreement offered first to the Classified Operators, then operators qualified for Unipacker

Overtime assignments on Unipacker will be split between packer and unistacker evenly (e.g. four (4) hours overtime each operator to work two (2) hours on each end of the position).

8. EMPLOYEE THREE TIER DRUG PLAN
INFORMATION SESSION

Within three months of the date of ratification, the Company shall arrange for employees to be provided with an information session to explain the details of the Plan.

October 30, 2016

9. DEFINED BENEFIT PENSION PLAN

During bargaining for the renewal of the collective agreement, the Company advised the Union of its intention to cease enrolling new-hired employees in the defined benefit component of its pension plan and to commence enrolling such employees only in the defined contribution component of the plan.

The Company hereby assures the Union that it expects and intends to maintain the Pension Plan in force as it pertains to members of this bargaining unit during the terms of the 2020 – 2023 collective agreement. Should circumstances arise which require the Company to further amend or discontinue the Plan, the parties shall meet and if the parties mutually agree, such changes will be made.

It is understood in no circumstances shall an amendment be made to the Plan which shall operate to reduce the pension, death or Termination benefit which have been accrued by members of the bargaining unit.

This letter will expire with the cessation of the 2020-2023 collective agreement and will not be renewed.

10. SOCIAL JUSTICE FUND

The Company agrees to pay Two Hundred and Fifty Dollars (\$250.00) to the Unifor Social Justice Funds in each year of the collective agreement. The fund is a registered non-profit charity which contributes to Canadian and International non-partisan, non-government relief and development organizations. Such monies are to be paid into the fund established by its Board of Directors and sent by the Company to the following address:

Unifor Social Justice Fund
205 Placer Court
Toronto, Ontario M2H 3H9

October 30, 2016

11. DAY SHIFT LEAD HAND

The day shift lead hand is eligible for overtime in accordance with the overtime rules set out

in the collective agreement, notwithstanding the fact that the day shift lead hand is not a classified employee.

12. DOCTOR'S NOTES

When the Company requests that an Employee provide a doctor's note to justify an absence from the workplace, the Employer agrees to reimburse the Employee for the cost of the doctor's note within 7 working days.

13. LEAD HANDS

Any new lead hand will make 60 cents more than their current classification held when appointed as a lead hand.

14. BENEFITS

The parties agree that when an Employee is on short-term disability, the Company will pay the "core" portion of the premiums. The Employee is still responsible for the "buy up" portion of the premiums, if applicable.

