

COLLECTIVE AGREEMENT

BETWEEN

**CARGILL LIMITED
(Watson Road Plant)
(Hereinafter referred to as "The Employer")**

AND

**UNITED FOOD AND COMMERCIAL WORKERS CANADA,
LOCAL 175
(Hereinafter referred to as "The Union")**



JANUARY 1, 2017 - DECEMBER 31, 2020

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ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 The general purpose of this Agreement between the Employer and the Union is to establish and maintain orderly and harmonious relations, to provide a satisfactory procedure for final settlement of grievances occurring in the workplace without any stoppage of work and to set forth the working conditions the Employer and the Union feel are appropriate. The Union agrees to support the Company and the members in promoting the efficient and businesslike operation of the Employer's business operations and in achieving the Employer's business objectives.

ARTICLE 2 – RECOGNITION OF UNION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all full-time and part-time employees at CARGILL LIMITED, (Watson Road Plant) located in Guelph, save and except for persons, at or above the rank of foreperson, sales, office, clerical staff, students, laboratory and quality assurance staff. The Company agrees it will not use part-time employees to cause a layoff of a full-time employee, or prevent a full-time employee on layoff from returning. It is understood this Recognition Article is for the Watson Road Plant.

ARTICLE 3 – UNION SECURITY

- 3.01 The Employer will make it a condition of employment of all new employees that they become Union members from the date of the employment, that they shall continue and maintain their status as a Union member in good standing as a condition of their continued employment by the Employer.
- 3.02 The Employer will deduct from the pay of each employee such Union dues as are in effect according to the Union and in the case of a new employee, such initiation fees as are in effect according to the Union bylaws. Such deductions shall be made from each regular pay cheque and shall be remitted by cheque payable to the Union Treasurer on or before the fifteenth (15th) day of the following month.

The remittance statement shall be documented by location containing a dues and initiation report, which will be provided in the form of email (remit@ufcw175.com) or on a computer diskette, as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following information, as known to the Company:

1. S.I.N.
2. Employee number, if applicable.
3. Full Name (last/first/initials).
4. Full address, including city and postal code.
5. Telephone number, including area code.
6. Date of hire.
7. Rate of pay.
8. Classification.
9. Full time or part time designation.
10. Union dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting.
11. Total dues deducted.
12. Back dues owed.
13. Vacation pay breakdown of dues owed.
14. Initiation fees deducted.
15. Total initiation fees deducted.

3.03 The election of Stewards, Chief Steward, Health and Safety, Plant Chair, Election Committee Members and Negotiating Committee can be held at the Company. All other activities can be held by agreement with the Company.

3.04 The Union agrees to indemnify the Employer and hold it harmless against any claim which may arise from complying with the provisions of this Article.

3.05 The Employer will show the amount collected from Union dues on the employee's T4 slip each year.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Except as and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Company and remain exclusively within the rights of the Company and its Management. Without limiting the generality of the foregoing, the Company's rights shall include:

- a) The right: to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices to be adhered to by its employees; to discipline and discharge employees for just cause;

- b) The right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall, suspend employees; to plan, direct and control operations; to select and retain employees for positions excluded from the bargaining unit and to transfer employees into the bargaining unit. Anyone transferred into the bargaining unit, either for the first time or coming back to the bargaining unit will start as a new hire.
- c) The right to determine: the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the products to be processed; the standards of production; the contracting out of work subject to 4.03; the schedules of work and of production; the number of shifts; the methods, processes and means of performing work; the job content and requirements; quality and quantity of standards; the qualifications of employees, the use of improved methods, machinery and equipment; whether there shall be overtime work and who shall perform such work, subject to the provisions of Article 8 herein; and how many shall operate or work on any job, operation, machine or product line; the administration of the Company's pay system; which jobs shall be incentive jobs and which jobs shall not; the number of hours to be worked; starting and quitting time. And generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

4.02 Management will not repeatedly do work done by bargaining unit employees.

4.03 The Company agrees that they shall not contract out any further bargaining unit work, with the exceptions of maintenance work where the Company's maintenance employees do not have the skills or the equipment to do the work, or the work that cannot be completed in a timely manner by bargaining unit employees. The usage of temporary services for labour will continue as is the current practice.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5.01 The Union undertakes and agrees that while this Agreement is in force neither the Union nor any employee shall encourage, speak in favour of, call for, promote or take part in directly or indirectly any strike, picketing, sit down, slow down or any suspension of or stoppage of or interference with work or production which shall in any way affect the operations and business of the Employer, nor shall there be any sympathy strikes and the Employer agrees that it will not engage in any lockout during the term of this Agreement.

5.02 The Union agrees that no strike vote of the employees will be taken during the term of this Agreement or during the course of negotiations with the Company for renewal or extension thereof until all of the conciliation provisions of the Ontario Labour Relations Act have been fully exhausted.

ARTICLE 6 – DISCRIMINATION

- 6.01 (a) Neither the Employer nor the Union will discriminate against any employee because of race, colour, sex, physical disability, age, religious beliefs, ancestry, place of origin, sexual orientation, or marital status. Both parties to this Agreement agree to abide by the *Ontario Human Rights Code*.
- (b) The Company and the Union agree to a harassment free workplace. It is expected that every employee will treat his/her fellow employees, his/her supervisor, and others, with respect and dignity and receive the same in return.

ARTICLE 7 – STEWARDS AND REPRESENTATION

- 7.01 The Employer acknowledges the right of the Union to elect or appoint Shop Stewards, Chairperson, Chief Steward, Vice-Chair, who shall be employees with the Company, to deal with matters affecting employees in the bargaining unit. A list of these Stewards shall be supplied to the Employer and any changes that may occur from time to time shall also be supplied.
- 7.02 (a) No one shall be eligible to serve as Plant Chair, Chief Steward, Steward or Grievance Committee person unless they are an employee of the Company and has at least six (6) months' seniority. Grievance Committee will consist of the Plant Chair, Chief Steward, Vice-Chair, and the Steward on record for the grievance.
- (b) The Company agrees to post an up-to-date list of the names of the General Supervisor of each department and a list of the employees who are working in each department including the Supervisor. A copy will be given to the Union. Employees will take direction from the Supervisor who is responsible for the area that those employees are working in.
- 7.03 The Union will inform the Company in writing of the identity of all Stewards and Grievance Committee members and the department, which each Steward represents and the Company shall not be obliged to recognize such personnel until it has been so informed.
- 7.04 For the purpose of this Agreement the Plant Grievance Committee and the Stewards together with the Officers of the Local Union shall be deemed to officials of the Union. The parties hereto agree that the Union officials occupy positions of leadership and responsibility to see that this Agreement is faithfully carried out. The Company hereto agrees that it will faithfully carry out the terms and provisions of this Agreement.
- 7.05 Stewards, members of Committees and Union Officers have regular duties to perform on behalf of the Company and such persons shall not leave their regular duties without requesting and obtaining the permission of their Foreman or Immediate Supervisor and such permission will not be withheld for more than one (1) hour. When resuming their regular duties, they shall report to their Foreman or Immediate Supervisor and will give a reasonable explanation with respect to their absence, when requested to do so.

- 7.06 (a) Disciplinary action taken against an employee shall remain against the employee's record until the employee has achieved a period of twelve (12) calendar months free of further discipline. When this has been achieved the disciplinary record will not be used against the employee in any manner.
- (b) The Company agrees that whenever an interview is held with an employee regarding their work or conduct, a designated Department Area Steward, Chief Steward or Plant Chair will be present as a witness. The employee may request the Steward to leave. If the Steward is not present, the meeting will be postponed until a Steward is available. If the meeting is held without a Steward, any conclusion verbal or written will be null and void except if the employee requested the Steward to leave.
- 7.07 (a) The Company and Union agree that the Chief Steward and Chairperson or designate will require time away from their regular duties from time to time to perform Company Union business. This time will be granted on a reasonable basis.
- (b) The Company agrees the Chairperson or their designee will be excused for no more than eight (8) hours per day to attend to Union business. The Chief Steward will be excused for no more than four (4) hours per day to attend to Union business. The Vice-Chair shall be excused eight (8) hours to attend Step 3s and to type out minutes.
- 7.08 The Employer agrees to permit the Union to post notices of meetings and legitimate Union business, but not political matters.
- 7.09 The Local 175 Union Representative shall be permitted reasonable access to the Employer premises.
- 7.10 The Company will post new policies on appropriately designated bulletin boards throughout the Plant.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

- 8.01 (a) The normal work week will be eight (8) hours per day for five (5) days per week. There will be a guarantee of thirty-eight (38) hours work every week. Any work performed in excess of eight (8) hours per day or in excess of forty (40) hours per week will be paid at one and one half (1 ½) times the straight hourly rate. It is not the intent of the Employer to reduce a qualified full-time employees hours through the use of either part-time Employees, students or agency workers.

It is understood this does not constitute a guarantee of hours of work per day or per week except outlined above.

- (b) When mandatory overtime is not exercised by the Company per section 8.01 (d), weekend overtime will be offered by seniority to the posted employee(s), then within the department with the skill and ability. If the Employer has to go outside the department it will be offered by seniority providing the employee can perform the job. All call-ins will be made by seniority, but only employees

who are not scheduled to work the weekend are eligible. Employees who are scheduled and report to work on the weekends are guaranteed a minimum of four (4) hours at the appropriate rate.

- (c) Weekday overtime shall be offered to the person(s) who normally perform the work first. If the person(s) who normally perform the work is unable to work, overtime will be offered by seniority to employees in the department who have the necessary skill and ability. If the Employer has to go outside the department for classification, it will be offered by seniority, providing the employee can perform the job. Friday night overtime will be selected by seniority.
- (d) The Company has the right to schedule up to eight (8) hours of mandatory weekend overtime per week. For the period May 1 through September 30, the Company may not mandate an employee to work weekend overtime in excess of ten (10) weekends. From ratification through September 30, 2017, the Company may not mandate an Employee to work weekend overtime in excess of eight (8) weekends. When mandatory overtime is exercised by the Company, weekend overtime will be posted and then assigned to those that volunteer that have the skill and ability, as determined by the Company. Available and qualified part-time Employees will be mandated for overtime, prior to mandating of full-time Employees. If there are not enough volunteers or part-time Employees, junior qualified Employees within the department will be mandated to work overtime by job title.

Overtime that an Employee volunteers to work, does not count towards the eight (8) hours that are posted and considered mandatory.

For weekend mandatory overtime, the Company will notify Employees by noon on Wednesday.

- (e) If an employee is required to work overtime, the Company will after two hours overtime work per day make a hot meal available with no cost to the employee. If no hot meal is available the employee will receive \$10.00 in lieu thereof.
- (f) Call in Pay:

When an employee is called in to work, the employee shall be given a minimum of four (4) hours pay at the employee's appropriate rate of pay.
- (g) A paid thirty (30) minute break will be provided prior to lunch beginning between two (2) to three and one-half (3 ½) hours after the start of an employee's work day.

8.02 It is understood between the Company and the Union that the Company will operate hours which best fulfill the customer's needs. The Company will schedule work accordingly. This will necessitate changes in the traditional work schedule, potentially including alternate shift times and durations and regular work on Saturdays and Sundays. These revised work schedules are themselves also subject to change to meet business conditions. All shift changes will require

five (5) working days notice. The Company will ensure that all employee's weekends will be 2 consecutive days of which at least one (1) will be a Saturday or a Sunday. When an employee works all scheduled hours during the week, any work performed on day one (1) of the designated weekend will be paid at one and one half the normal rate and any work performed on day two (2) of the designated weekend will be paid at two (2) times the normal rates.

The Company will make every possible effort to retain the existing shift schedule. In the event that a shift change becomes necessary the Company will give five (5) days notice of such change to all involved employees. If such notice is not given, the involved employee shall receive payment of time and one half as a basis rate for all hours worked within the received period of notice. Any hours worked before a regular scheduled shift will be considered overtime hours the Company will ensure that every employee has a minimum of 8 hours off between each shift.

- 8.03 A work schedule shall be posted in the department, any change will be posted by Thursday noon, showing the schedule working hours for each employee covered by the Collective Agreement for the succeeding week.

ARTICLE 9 – PART-TIME

- 9.01 (a) Part-time employees shall not normally work more than twenty-four (24) hours per week, except:
- (1) For vacation coverage;
 - (2) During the months of May, June, July, August and September;
 - (3) During the week prior to and the week of the Statutory Holidays.
 - (4) During a week where feature business volume exceeds twenty-five thousand (25,000) totes.
 - (5) Mandatory overtime

A part-time employee will be paid the applicable rate of pay for the job performed. A part-time employee will receive no benefits except for WSIB, CPP, EI and Vacation Pay. Any work performed in excess of eight (8) hours per day or in excess of forty (40) hours per week will be paid at 1 ½ times the straight hourly rate.

- (b) Part-time employee's hours of work will be counted for as seniority. A part-time employee is considered probationary for sixty-five (65) shifts. The part-time seniority list shall be separate from the full-time seniority list. This list shall show the total amount of hours worked for each part-time employee. This list shall be posted quarterly.
- (c) When posting from part-time to full-time, an employee's seniority shall be converted from total hours to days of seniority on the full-time seniority list; (i.e. employee with eight hundred (800) hours will equal twenty (20) weeks of full-time seniority. The seniority date will be twenty (20) weeks prior to being awarded the job).
- (d) When posting from full-time to part-time, an employee's full-time seniority

shall freeze, effective the first part-time shift. No full-time seniority shall be carried to the part-time seniority list.

- (e) Students employed for the school vacation period (May 1st to September 1st) and the Christmas holidays (the last 2 weeks in December and the first week in January) are not considered full-time employees and will have to re-apply after September 15th or January 15th for full-time status. Students must be at least eighteen (18) years of age to be hired.
- (f) The Company may hire up to twenty five percent (25%) of the workforce as part-time employees.

9.02 The Company agrees to pay a yearly Safety Footwear allowance of ninety dollars (\$90.00) to all part-time employees with at least five hundred (500) hours, as of the date of the payment. Such allowance will be paid the first pay period in January.

9.03 Part-time Employees shall receive vacation pay as follows:

- 1-4 years completed @4%
- 5-9 years completed @6%
- 10-14 years completed @8%
- 15 or more @10%

ARTICLE 10 – WAGE SCHEDULE AND CLASSIFICATIONS

10.01 (a) ** January 1, 2017

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6
Start	16.30	16.30	16.30	16.30	16.30	16.30
3 months	21.60	20.60	20.35	19.25	19.25	18.65
6 months	21.85	20.85	20.60	19.50	19.35	18.75
9 months	22.10	21.10	20.85	19.75	19.50	18.90
12 months	22.40	21.40	21.15	20.05	19.65	19.05
15 months	22.70	21.70	21.45	20.35	19.80	19.20
18 months	23.00	22.00	21.75	20.65	19.95	19.35
21 months	23.30	22.30	22.05	20.95	20.10	19.50
24 months	23.60	22.60	22.35	21.25	20.25	19.65

(b) ** December 31, 2017

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6
Start	16.60	16.60	16.60	16.60	16.60	16.60
3 months	21.90	20.90	20.65	19.55	19.55	18.95
6 months	22.15	21.15	20.90	19.80	19.65	19.05
9 months	22.40	21.40	21.15	20.05	19.80	19.20
12 months	22.70	21.70	21.45	20.35	19.95	19.35
15 months	23.00	22.00	21.75	20.65	20.10	19.50
18 months	23.30	22.30	22.05	20.95	20.25	19.65
21 months	23.60	22.60	22.35	21.25	20.30	19.80
24 months	23.90	22.90	22.65	21.55	20.55	19.95

(c) ** December 23, 2018

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6
Start	16.90	16.90	16.90	16.90	16.90	16.90
3 months	22.20	21.20	20.95	19.85	19.85	19.25
6 months	22.45	21.45	21.20	20.10	19.95	19.35
9 months	22.70	21.70	21.45	20.35	20.10	19.50
12 months	23.00	22.00	21.75	20.65	20.25	19.65
15 months	23.30	22.30	22.05	20.95	20.40	19.80
18 months	23.60	22.60	22.35	21.25	20.55	19.95
21 months	23.90	22.90	22.65	21.55	20.60	20.10
24 months	24.20	23.20	22.95	21.85	20.85	20.25

(d) ** December 29, 2019

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6
Start	17.20	17.20	17.20	17.20	17.20	17.20
3 months	22.50	21.50	21.25	20.15	20.15	19.55
6 months	22.75	21.75	21.50	20.40	20.25	19.65
9 months	23.00	22.00	21.75	20.75	20.40	19.80
12 months	23.30	22.30	20.05	20.95	20.55	19.95
15 months	23.60	22.60	22.35	21.25	20.70	20.10
18 months	23.90	22.90	22.65	21.55	20.85	20.25
21 months	24.20	23.20	22.95	21.85	20.90	20.40
24 months	24.50	23.50	23.25	22.15	21.15	20.55

(e) premium of .25 per hour will be paid to employees who work shifts between 3:00 PM to 7:00 AM.

(f) ** Student hire rate is \$14.00 per hour first year for the Company.

(g) Employees will be paid weekly.

(h) Maintenance Helper paid at Class 2

10.02 Classification Grid:

Classes	Case Ready Department	Grinding Department	Shipping Department	Sanitation Department
Class 1	Lead Hand	Lead Hand	Lead Hand	Lead Hand
Class 2	Cutter, Saw Operator	Formulator Beef, K-Pak Operator	Shipper-Receiver	
Class 3	Whiz Knifer Operator, Slicing Machine Operator, Knife Sharpening, Palletizer	Formax Operator, Machine Operator (Rapid Pack)	Cooler Slotter, Dry Goods Receiver, Inventory	

	Operator, Inventory Control (D.I.), S-Machine Op., Formax Operator, Wrapper / Price Operator		control (PFS Yields)	
Class 4	Scale Operator, Flow Wrap Operator Machine Operator Repack	Scale Operator, Vat Dumper, Grinder Operator	Order Picker, Skid Tote Controller, Scanner Runner, Palletizer Fork Lift, Clean Totes Loader	
Class 5	Primal Opener, Pork Chop and Steak Trimmer, Tying Machine Operator, Roll Stock Loader, Clean Totes Operator, Operator Assistant	Box and Tote Loader, Roll Stock Loader, Skidder, Tray Handler, Teardown/Setup Utility, Trim Inspector	Dry Goods Helper	
Class 6	General Housekeeping, General Labour	General Housekeeping, General Labour	General Housekeeping	<u>Dry Sanitation:</u> Laundry Attendant

If the Company creates a new job classification, or combines existing job classifications, the Company will establish a wage for such new or changed job classification and notify the Union in writing within thirty (30) days. The Union has seven (7) calendar days thereafter to object to the rate set, and the matter will then be subject to negotiations between the Company and the Union. If negotiations do not successfully resolve the matter, the matter will be subject to the grievance procedure as outlined in Article 19.

Only Class 4 and above shall operate licensed machines in the Shipping Department; i.e. Dock Stocker, Reach Fork, and Walkie.

10.03 (a) ** Maintenance Wage Schedule:

Year	Certified	Non-Certified
January 1, 2017	\$31.50	\$22.70
December 3, 2017	\$31.80	\$22.90
December 30, 2018	\$32.10	\$23.10
December 2, 2019	\$32.40	\$23.40

The Maintenance Mechanic, Refrigeration Class B Operator and the Non-Certified positions when open or available will not be posted.

Maintenance Classifications:

Fully Qualified Electrician with Provincial Certificate;
Fully Qualified Millwright, Welder and Plumber with Provincial Certificate;
Fully Qualified Refrigeration Mechanic;
Fully Qualified Lift Truck Mechanic with Provincial Certificate;
Third Class or Better Stationary Engineers with Provincial Certificate.

(b) Apprenticeship Program:

The Company and the Union will establish an Apprentice and Refrigeration Training Program. Any opening will be posted on the Plant bulletin boards.

- (1) Employees, who are interested and have Grade 12 education, may apply.
- (2) Maximum ten employees with the most seniority and the proper education will be asked to write an aptitude test at an established College or Trades School.
- (3)** From those employees who pass the test with a mark of 75 percent or higher, the most senior employee will be enrolled in the program as outlined by the Apprenticeship Branch, Skills Training Division.
- (4) The Apprentice is expected to attend proper night classes or full-time day classes at a College.
- (5) If the Apprentice attends day classes they will apply for U.I.C. and the Company will ensure that the Apprentice will not suffer any loss of wages.
- (6) Apprentices will be paid according to the following schedule:

Level 1 – 0% to 25% of the required amount of apprenticeship hours at 70% of the full rate.

Level 2 – 25% to 50% of the required amount of apprenticeship hours at 75% of the full rate.

Level 3 – 50% to 75% of the required amount of apprenticeship hours at 80% of the full rate.

Level 4 – 75% to 100% of the required amount of apprenticeship hours at 85% of the full rate.

Apprentices will be paid the full rate upon successfully passing the Ontario government certification examination.

The Apprenticeship Program is to be successfully completed within the required time frame.

- (7) Employees who do not fulfill their obligation under their Apprenticeship Contract will be transferred back into the Plant

operation.

- (8) The Union will be informed of all Apprentices put into the program and will be the co-signer of any arrangement.
- (9) If the Company cannot find a qualified employee in the Plant, it has the right to recruit from any other source.

ARTICLE 11 – DESIGNATED HOLIDAYS AND VACATION WITH PAY

11.01 (a) An employee who has completed ninety (90) calendar days of employment with the Employer will be compensated for time lost as a result of one of the following holidays being observed. Compensation shall be equivalent to eight (8) hours, ten (10) hours, or twelve (12) hours pay at the employee's regular rate. It is agreed that the Statutory Annual Holidays with pay are: New Year's Day, Family Day, Good Friday, Victoria Day, Dominion Day, August Civil Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and two (2) Floaters. Floaters have to be booked one (1) week in advance on a first come, first served basis with Management approval, and such approval shall not be unreasonably withheld.

(b) The Company will post the Christmas and New Year's schedule four (4) weeks in advance.

11.02 In order to qualify for payment for any of the Holidays designated in 11.01 (a) above, the employee must work their full scheduled shift on the declared work day immediately prior to, and the full scheduled shift on the declared work day immediately following the Holiday, except where the employee requests and is granted prior to the Holiday permission in writing to be absent on one only of the qualifying days. In order to be paid for these days, you must work the scheduled shift before and the scheduled shift after except where:

- (a) permission is given to be off on either the day before or the day after or;
- (b) if a doctor's note is supplied for either the day before or the day after.

11.03 (a) When any of the above noted Holidays falls on a Saturday or Sunday, the Friday preceding or the Monday following as selected by the Employer shall be deemed to be the Holiday for purposes of this Agreement.

(b) If a paid holiday falls within an Employee's vacation period, the Employee will receive the vacation day back to take off at a mutually agreed time within the vacation calendar year. Employees may volunteer to work on Statutory Holidays, provided it follows ESA guidelines.

11.04 If an employee is receiving sick benefits or worker's compensation on a Statutory Holiday the Employer agrees to pay the difference between such benefits or compensation pay and that employee's regular eight (8) hours, ten (10) hours, or twelve (12) hours earnings for that day.

11.05 Employees will receive vacations on the following:

- (a) After one (1) year of employment as at March 31st, the employee will be entitled to two (2) weeks paid vacation.
- (b) After five (5) years of employment as of March 31st, the employee will be entitled to three (3) weeks paid vacation.
- (c) After ten (10) years of employment as at March 31st, the employee will be entitled to four (4) weeks paid vacation.
- (d) After fifteen (15) years of employment as at March 31st, the employee will be entitled to five (5) weeks paid vacation.

Pay for the above vacations will be as follows:

- 1 – 4 years completed @ 4%
- 5 – 9 years completed @ 6%
- 10 – 14 years completed @ 8%
- 15 years and up @ 10%

11.06 An employee must take a minimum of two (2) weeks' vacation during each vacation period, when entitled. The vacation period is from April 1 to March 31.

11.07 (a) The Company will make a sincere effort to grant vacation at times requested by employees. Employees can choose their entire vacation entitlement during first pick by their seniority position. Only three (3) weeks can be chosen between June 1st and September 1st. Vacation time selected must be taken. Employees eligible for vacations shall be notified of their vacation periods as far in advance as possible. The Company will make a sincere effort to have up to 10% of each department off for vacation, if possible. This schedule and changes will be mutually agreed by the Union and the Company.

(b) For Employee's in the case ready department, the Company will make a sincere effort to have up to ten (10) percent of each classification off for vacation, if possible.

11.08 Vacation pay shall be paid to employee(s) in the following manner:

(a) Employees may receive their full vacation entitlement pay after the first pay period of April each year;

or

(b) Employees may elect to take their vacation pay prior to the weeks of their scheduled week(s) of vacation.

11.09 The Company will provide the Union with a copy of the vacation schedule for all hourly employees as soon as it is available.

11.10 When an Employee is off work collecting Weekly Indemnity Benefits, an Employee may request to have their vacation rescheduled following the

Employees return to work. Such rescheduled vacation shall be at a time mutually agreed between the Company and the Employee.

ARTICLE 12 – PERSONAL LEAVES

12.01 The Employer may grant an employee an unpaid leave of absence not to exceed three (3) calendar months, provided that the granting of the unpaid leave of absence does not interfere with the Employer's operations or efficiency. A request from an employee for a leave of absence shall not be unreasonably denied.

ARTICLE 13 – BEREAVEMENT LEAVE

13.01 In the case of death of an employee's spouse or children, step children, parents and step parents, an employee with seniority will be granted up to four (4) consecutive days off work with pay providing such days off are regular working days and providing the employee attends the funeral and/or is involved in making funeral arrangements.

13.02 In the case of death of an employee's brother, sister, mother-in-law, father-in-law, or grandchildren, an employee with seniority will be granted up to three (3) consecutive days off work with pay providing such days off are regular working days and providing the employee attends the funeral and/or is involved in making funeral arrangements.

13.03 In case of death of an employee's grandparent, brother-in-law, or sister-in-law of a seniority employee, such employee shall be granted one (1) day off with pay provided such day is a regular working day and provided the employee attends the funeral and/or is involved in making funeral arrangements.

ARTICLE 14 – SENIORITY

14.01 Employees shall be considered probationary for their first ninety (90) calendar days of employment; however, the probationary period shall be extended for up to thirty (30) calendar days upon written approval from the Union. Probationary employees do not have seniority. The Union agrees that the Employer may discipline or discharge a probationary employee, as the Employer in its sole and absolute discretion may deem necessary. The probationary employee shall have no right to lodge a grievance for terminating or discipline. Upon completion of the probationary period, an employee will become a member of the permanent work force of the Employer and will be credited with seniority back to that employee's date of hire. The Union will not question the lay off or dismissal of any probationary employee, nor shall such lay off or dismissal be the subject of a grievance.

14.02 Seniority for an employee in the Union is defined as that employee's employment with the Employer since the employee's last date of hire. Where two or more employees in the Union have the same last date of hire, their seniority shall be determined alphabetically, from the employee's last name at time of hire.

14.03 The Employer shall prepare a seniority list, quarterly of each calendar year,

showing each employee's name, and seniority date and provide a copy to Unit Chair and to Union Office and also posted. Seniority list shall include department and job title.

- 14.04 (a) All jobs will be posted. This posting will be posted within three (3) working days for a period of three (3) working days. General Labour postings will be limited to two (2) postings only to prevent the domino effect.

The job will be awarded within three (3) working days. The notice shall set out a job description, classification, wage rate, and start finish time. If this is not done, the employee will be paid the new rate after 10 days. During the three (3) days of posting the Company may temporarily fill the job as it deems proper. Employees in the following positions: Employees in Class 3 and above positions will have a trial period of up to thirty (30) working days to enable management to determine whether the employee will be able to perform in that job to the Company's quality and quantity standards. An employee who is eligible for any job other than those listed in the previous sentence may be allowed a trial period of up to fifteen (15) consecutive working days in the relevant job to enable management to determine whether the employee will be able to perform in that job to the Company's quality, and quantity standards. Should the trial period continue after fifteen (15) days, the employee will receive the rate of pay for the job. The Company will provide a qualified trainer for the trial period. If such employee does not qualify after the trial period, he shall forthwith be returned to his original job.

The Company will notify the Union of the selected employee at least three (3) days before the job is to be started, if possible. The Company will post the name of the successful applicant.

It is expressly understood that no successful job applicant pursuant to Article 14.04 (a) may bid on another job posting for a period of one hundred and eighty (180) consecutive calendar days after the closing date of the original job posting. The successful applicant who declines the job will not be entitled to apply for a job for ninety (90) calendar days.

If the employee performs the work without further training he will be paid the proper rate.

All postings to be delivered to and signed by the Chief Steward or Chairperson.

- (b) In case of job posting in the work force the following factors will be considered:
- (i) reliability;
 - (ii) capability;
 - (iii) seniority.

If (i) and (ii) are reasonable, the senior employee will be given the opportunity to qualify for the job.

An employee cannot be held back for more than ten (10) days after they have been awarded a job unless the employee, Union and Company agree.

- (c) Any vacancy which is the result of sickness, accident, or leave of absence, and which is known to be more than 30 days, will be posted as a temporary job.

The posting will be granted to the bidder with the skill and competence to perform the job and with the highest departmental seniority.

Temporary postings will be limited to two (2) postings only to prevent the domino effect.

- (d) The employee transferred to a lower rated classification shall maintain the regular rate of pay. An employee transferred to a higher rated job shall be paid the rate on the higher rated job for the period of the transfer.

14.05 Employees promoted to a Company (defined as Watson Plant) position outside of the bargaining unit covered by this Agreement will retain all of their seniority for a period of one hundred and twenty (120) days following the date of their promotion. Employees who were promoted to a Company position and return to the bargaining unit within the one hundred and twenty (120) day period, will return to an open position within the facility. If the employee returns to a lower rated job, their rate of pay shall not be reduced for a period of twelve (12) months from the date the employee accepts a Company position. If an employee posts for a new job during that period, they will be paid the rate of the new job.

The Company will continue to post Lead Hand positions as per the current practice.

1. When positions are to be filled the Union will receive a copy of the posting notice.
2. Interested employees will have five (5) working days to post for the position.
3. Applicants will be selected in accordance with Article 14.04 (b).
4. The successful applicant will have a ninety (90) day trial period.

The Operations' Lead Hand's responsibilities will be as follows:

1. ensure continual even flow of product throughout the process as directed by the Supervisor or the product plan given.
2. ensure packages, materials and supplies are available as required.
3. ensure raw material shortages and non-conformances on raw materials are communicated to the Supervisor.
4. notify the Supervisor of any potential or actual down-time.
5. notify the Supervisor of any unsafe conditions.
6. ensure product specification are communicated and understood.
7. fill in on line as required.
8. assist in the training of employees as required.

9. ensure any possible product fill rates are communicated to the Supervisor.

14.06 An employee shall lose all seniority and service rights if:

- (a) an employee voluntarily quits;
- (b) an employee is discharged for just cause and is not reinstated under the provisions of the Grievance and Arbitration procedure of this Agreement.
- (c) a person on lay off fails to return to work within ten (10) days after the Company's notice of recall is sent by registered mail or telegram to the last known address of the person shown on the Company's records, or if the person within two (2) working days after such notice of recall is received, fails to notify the Company of his intention to return to work;
- (d) an employee is laid off for a period in excess of two (2) years;
- (e) if an employee absents himself from work for three (3) consecutive working days without a justifiable reason;
- (f) if an employee fails to return to work properly after the expiration of any leave granted to him, unless he is excused from doing so by the Employer.

14.07 It is the employee's responsibility to ensure that the employee's home address and home telephone number on the Employer's records are current at all times. If the employee fails to do this in writing, the Employer will not be responsible for its inability to notify the employee of recall or with respect to any other obligation of the Employer to notify the employee under this Agreement.

14.08 In the event of a lay off, the selection of employees affected thereby shall be based upon the reverse order of seniority, subject to the senior employee being able to perform the job. Employees shall be recalled in order of their seniority, provided the senior employee has the skill and ability.

14.09 (a) When as a direct result of the introduction of new equipment, or a job is discontinued and the incumbent is transferred to a lower rated job according to his seniority, his rate shall not be reduced for a period of twelve (12) months. When he posts for a new job during that period, he will be paid the rate of that new job.

- (b) If a position is discontinued in the first twelve (12) months; the incumbent will be allowed the opportunity to post into a new position or return to their previous position. If the incumbent returns to their previous position and that position has been filled that employee will be allowed the opportunity to post in a new position or return to their previous position.

ARTICLE 15 – UNIFORMS AND TOOLS

15.01 (a) Uniforms which the Employer requires shall be furnished without charge. Laundering of such garments shall be paid for by the Employer.

- (b) The Employer will furnish necessary meat cutting tools.

- (c) Under no circumstances are the uniforms not owned by the employee or tools provided hereunder to be removed from the plant premises.

- (d) The Company agrees to pay for the renewal of necessary licenses for certified Tradesmen. The Company will reimburse maintenance employees only, up to \$450.00 per year for tools, subject to presentation of broken or new tools and receipts for purchases of same. An employee can carry over this entitlement for one year only.
 - (e) Employees may be required to replace items which are determined to be lost, damaged or broken through their misuse or negligence.
- 15.02 The Company agrees to pay a yearly safety footwear allowance of \$180.00 to all employees with at least ninety (90) days seniority as at the date of payments. Such allowance will be ninety dollars (\$90.00) on January 1 and ninety dollars (\$90.00) on July 1.
- 15.03 (a) For those employees working in colder areas and wanting to wear a cooler jacket, they can purchase such at 50% discount once every 36 months.
- (b) Employees who work in the freezer will receive a ninety-dollar (\$90) boot allowance the first pay period in October.

ARTICLE 16 – HEALTH AND SAFETY

- 16.01 The Employer and the Union agree that they mutually desire to maintain required standards of safety and health in the Employer's workplace in order to prevent industrial injury and illness. The Employer shall make reasonable provisions for the safety and health of its employees in its workplace during the hours of their employment.
- 16.02 The Employer and the Union agree to comply with their respective obligations under the Occupational Health and Safety Act and any other relevant Acts. The obligations under these Acts shall only be enforced in accordance with the procedures provided for under those Acts.
- 16.03 A Joint Health and Safety Committee shall be constituted of an equal number of Representatives of Management and of the Union which shall identify potential danger, institute means of improving health and safety of employees, including health and safety programs. The Committee shall meet at least once a month. Time spent on such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union Office.
- 16.04 The Company will ensure that all its Foremen and Supervisors will co-operate fully with the Safety Committee in compliance with provincial regulations to investigate accidents.
- 16.05 The Joint Health and Safety Committee and the Representatives thereof shall have full access to accident reports and other health and safety records in the possession of the Employer, including records, reports, and data provided to and by Worker's Compensation Board and the government or its agencies.

16.06 The Company will pay for the cost of required training for an employee. If this course is taken on a regular working day the employee will be reimbursed for time lost up to a maximum of 8 hours, ten (10) hours, or twelve (12) hours at their regular rate of pay. If the employee does not pass the required test for the training, the employee will redo that training on his own time.

ARTICLE 17 – JURY DUTY LEAVE

17.01 The Employer shall pay an employee who is required for Jury Duty for each day of Jury Duty or Crown Witness, the difference between the employee's average straight time hourly rate for the number of hours that the employee normally works on his or her shift, not to exceed eight (8) hours, ten (10) hours, or twelve (12) hours and the payment the employee receives for Jury Duty. The employee must present written proof of jury service and the amount of pay received.

ARTICLE 18 – BENEFITS & PENSION – (all benefits changes effective 1/1/2018)

18.01 The Group Insurance Plan will be as follows (please refer to benefit book for coverage):

- (a) life insurance to a maximum of sixty thousand dollars (\$60,000.00);
- (b) accidental death and dismemberment to a maximum of sixty thousand dollars (\$60,000.00);
- (c) long term disability providing 70% percent of an employee's monthly income to a maximum of \$2,000.00. The non-evidence maximum of \$2,000.00. Such payment shall be with respect to sickness or accident not covered by Workplace Safety & Insurance Board and shall be payable after 120 days of disability from sickness or accident, and will continue to age 65 or prior to recovering;
- (d) major medical plan including drugs to a maximum of \$10,000.00 per employee. The Employer agrees to provide five hundred dollars (\$500.00) per year coverage for chiropractic visits. Employees should refer to the benefits book for those medical costs covered. The Employer also agrees to provide three hundred twenty five dollars (\$325.00) per year coverage for a Certified Massage Therapist, if referred by a Doctor as of the date of ratification. Licensed physiotherapist up to a maximum of four hundred (\$400) per person in a benefit year;
- (e) benefits as a result of personal auto accidents will not be covered;
- (f) the Employer agrees benefits will be maintained for one (1) month after the date of layoff for an employee who is laid off, provided the employees are otherwise eligible. Further, the Employer agrees that benefits will be maintained for two (2) years for the employee who is on long term disability.

18.02 Short term weekly Indemnity plan will be as follows:

- (a) Employees are eligible for weekly indemnity after completion of one (1) year of service.
- (b) 1-4-17 providing for benefits equaling 64% of forty (40) hours earnings to a maximum of \$525.00 subject to the following:
- (c) The normal waiting period for sick pay or a non-related workplace injury is three (3) days without re-imbursement. In the event an employee is off work for more than fifteen (15) working days the waiting period will be waived and the employee will be paid from day one in accordance with the Weekly Indemnity Plan re-imbursement formula as outlined in Article 18.02.

An employee who is hospitalized for twenty-four (24) hours or greater will be paid from day one in accordance with the Weekly Indemnity Plan re-imbursement formula as outlined in Article 18.02.

An employee who has day surgery for any of the following will be paid from day one in accordance with the Weekly Indemnity Plan re-imbursement formula as outlined in Article 18.02.

Covered Ambulatory Surgical Procedures are as follows:

Arthroscopy, Biopsy (mouth, breast, skin, prostate, and uterine cervix), Brochoscopy, Cataract Surgery, D&C (dilation and curettage of the uterus), Hemorrhoidectomy, Hernia Repair, Laryngoscopy (with vocal cord stripping) Laparoscopy-Diagnostic or Tubal Ligation, Myringotomy (Tympanotomy), Nasal Polypectomy, Tonsillectomy-Adenoidectomy, Vasectomy, Amputation, Laser Eye Surgery, Teeth Extraction [five (5) or more teeth] or any other procedure as mutually agreed by the Unit Chair and Plant Manager.

- (d) To assist in defraying some of the costs of implementation of this plan, the Employer will be entitled to the entire applicable rebate and/or premium reduction, unemployment insurance commission payments which might accrue as a result of the implementation of the various benefits covered by this Collective Agreement.

18.03 The Employer will provide a dental plan as shown in the benefit book. The Employer will supply the benefit book to the members within three (3) months of the date of ratification. Please refer to this booklet for your dental coverage.

The Dental Plan will pay based on the current fee schedule.

The Plan will have an annual maximum benefit of fifteen hundred dollars (\$1500) coverage per family member per calendar year.

The Plan will provide coverage for:

- (i) Orthodontics for reimbursed at 50% to a maximum lifetime benefit of two thousand dollars (\$2000) per family member.

- (ii) Dentures, replacing old dentures, rebasing, denture repairs and relining at 60% to a maximum of one thousand (\$1000) lifetime per family member. The Company agrees to pay for eight (8) periodontal scaling per calendar year.
- (iii) Crowns and Bridges at 60% to a maximum of one thousand dollars (\$1000) lifetime per family member.

The Employer agrees dental benefits will be maintained for one (1) month after the date of layoff for an employee who is laid off, provided the employees are otherwise eligible. Further, the Employer agrees that dental benefits will be maintained for two (2) years for an employee who is on long term disability.

18.04 The Premiums for all of the benefits under Article 18, except eye glasses, will be paid as follows,

Effective upon ratification for Employees hired as of 1/1/17:

Number of Months Employed	Weekly maximum
0 to 3 months	No benefits
Over 3 months	\$3.00(s) \$6.00(f)

Effective 1/1/20 for all Employees

Number of Months Employed	Weekly maximum
0 to 3 months	No benefits
Over 3 months	\$3.00(s) \$6.00(f)

Employees who qualify for benefits will receive a pay direct drug card.

18.05 The Employer shall arrange for the Insurance Company to notify the employees two weeks prior to their benefits expiring.

18.06 The Employer agrees to pay on behalf of each permanent employee one hundred percent (100%) of the cost of the Employer Health Tax.

18.07 Notwithstanding anything to the contrary contained in this Agreement or in the Group Insurance Plan, such benefits and plans are necessarily qualified in their entirety by reference to the underlying policies or contracts of insurance. The terms of any contract issued in respect hereof by any insurance company or agency shall be the controlling and determinative factor in all matters pertaining to qualifications of employee for benefits thereunder and in all matters pertaining to the existence and extended benefits and conditions. The Union agrees that its employees shall not be entitled to grieve any decision made by an insurer. No grievance may be processed in support of a claim or dispute in respect of the Group Insurance Plan or any other insured benefit and the decision of the insurer or government agency involved will be final and binding upon the parties hereto and upon the employee affected.

18.08 The Employer agrees that when an insurer carrying on plans referred to in this Article 18 is changed, any new plan thereby established shall provide equivalent or superior coverage to the previous plan.

18.09 If an employee is on leave for WSIB, long-term disability, maternity, compassionate leave, etc., it is the employee's responsibility to contact the Employer at regular intervals to keep it advised of his or her illness and his or her expected date of return to work. Such advice must be provided at least every fourteen (14) days.

18.10 Pension

The Employer will match employee pension contributions on behalf of new employees after one (1) year service. Participation in the pension plan is voluntary.

The calculation for all contributions will be based as follows, based on a forty (40) hour week, [if the employee is paid for less than forty (40) hours, the hourly rate will apply]:

Years of Seniority	Contract Year 2017	Contract Year 2018	Contract Year 2019	Contract Year 2020
Less than 1 year	Not eligible	Not eligible	Not eligible	Not eligible
Over 1 year less than 3 years	\$12.00 per week or \$0.30 per hour	\$12.00 per week or \$0.30 per hour	\$12.00 per week or \$0.30 per hour	\$12.00 per week or \$0.30 per hour
Over 3 years, less than 5 years	\$15.00 per week or \$0.38 per hour	\$15.00 per week or \$0.38 per hour	\$15.00 per week or \$0.38 per hour	\$15.00 per week or \$0.38 per hour
Over 5 years	\$28.50 per week or \$0.71 per hour	\$31.20 per week or \$0.78 per hour	\$31.20 per week or \$0.78 per hour	\$31.20 per week or \$0.78 per hour

In the event the Company exercises their right to change the guarantee as defined in Article 8, the Company will contribute the maximum amount provided the employee has worked all scheduled hours in that week.

18.11 Single Coverage

Upon proof of purchase an employee will be entitled to be reimbursed up to three hundred dollars (\$300.00) for the purchase of eyeglasses or contact lenses. An employee will be entitled to a further reimbursement of up to three hundred dollars (\$300.00) twenty-four (24) months from the last date of purchase.

Family Coverage

Upon proof of purchase a family will be entitled to be reimbursed up to one thousand dollars (\$1,000.00) for the purchase of eyeglasses or contact lenses in any two (2) year period. The maximum amount that can be spent for each family member is three hundred dollars (\$300.00) per two (2) year period. Family is defined as on the registered TD1 form.

- 18.12 If the Company requests an employee to provide a Doctor's Note then the Company will cover the cost of the Doctor's note, if any, upon submission of a paid invoice.

ARTICLE 19 – GRIEVANCE PROCEDURE

19.01 The grievance procedure herein provided for is among the most important matters in the successful administration of the Agreement. The Company and the Union therefore agree that the designated grievance procedure as hereinafter set forth shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising with respect to the interpretation, application, administration or alleged violation of this Agreement and the specifically designated grievance procedure shall be strictly followed. Wherever the term "grievance procedure" is used in the Agreement it shall be considered as including the arbitration procedure.

19.02 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge or a dispute with reference to the interpretation, application, administration, or alleged violation of the Agreement.

19.03 The Company shall be under no obligation to consider or process any grievances unless such grievance has been presented to the Company at Step 1 of the grievance procedure, within (5) five days from the time the circumstances upon which the grievance is based, were known or should have been known by the grievor. However, if the Company does consider or process a grievance which has been presented late, the Company shall not be estopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

The Company will notify the Union, as soon as investigation has been completed, as to what disciplinary action might be taken. Not longer than 5 days.

If a Supervisor fails to reply to the Grievance, the Grievance will proceed to the next Step.

19.04 All time limits referred to in the grievance procedure herein contained shall be deemed to mean "working days", i.e. exclusive of Saturday, Sunday or the holidays set out in Article 11 hereof.

19.05 No employee shall have a grievance until they have discussed their complaint with their Immediate Supervisor. If the employee's Immediate Supervisor does not promptly settle the matter to the employee's satisfaction, an employee's proper grievance may be processed as follows:

STEP NO. 1

If an employee has a grievance, the grievance shall, within the five (5) days referred to in Article 19.03 hereof, be presented to his Departmental Supervisor. The employee will have his designated Steward, accompany him to see the Departmental Supervisor. The Departmental Supervisor shall give the grievor a written reply as soon as possible but not later than three (3) days after such discussion. If the Departmental Supervisor's reply is not satisfactory to the grievor, the next step must be taken within five (5) days of the Departmental Supervisor's answer, but not thereafter.

STEP NO. 2

At this Step the grievance shall be reduced to writing and presented to the Plant Manager, within the aforesaid five (5) days of receipt of the Departmental Supervisor's written reply, but not thereafter.

The written grievance referred to above shall identify the facts giving rise to the grievance, the section or sections of the Agreement claimed violated, the relief requested and shall be signed by the employee and counter signed by his Union.

A meeting will be held between the Steward and Chief Steward together with the grievor involved and the Plant Manager, together with other Representatives of Management with three (3) days of the presentation of the written grievance to the Plant Manager. The Plant Manager shall give his written reply to the Chief Steward within five (5) days of such meeting.

If the Plant Manager's reply is not satisfactory to the Chief Steward, the next Step must be taken within five (5) days after the delivery of the Plant Manager's reply to the Chief Steward but not thereafter.

STEP NO. 3

At this Step, the Union shall within the aforesaid five (5) days, notify the President in writing of its desire to appeal the decision of the Plant Manager to Step 3.

Within ten (10) days thereafter, a meeting will take place between the grievance committee (which may be accompanied by the Union Representative) and a Management Committee. The grievor shall be present if requested by either party. The Company shall deliver its decision in writing to the Chief Steward within ten (10) working days of such meeting.

STEP NO. 4

In the event the grievance is not settled at Step 3, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within ten (10) days from delivery of the decision at Step 3 to the Chief Steward, but not thereafter.

If a request for arbitration is not so given within such ten (10) day period, the decision at Step 3 shall be final and binding upon both parties to this Agreement

and upon any employee involved.

The notice to arbitrate shall contain the name and address of the moving party's nominee to the Board.

The recipient of the notice shall within ten (10) days advise the other party, in writing, of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, as soon as possible, appoint a third person who shall be a Chairman. If the two (2) appointees fail to agree upon a Chairman, within the time limit the Minister of Labour for Ontario shall, if requested within ten (10) days from the expiry date upon which the two (2) appointees are to appoint a Chairman (but not thereafter), forthwith appoint a qualified person to be Chairman.

- 19.06 The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman shall govern.
- 19.07 The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of the Agreement, not to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 19.05 hereof.
- 19.08 Each party hereto shall bear its own costs incidental to any such arbitration proceedings. The fees and charges of the Chairman of the Board of Arbitration shall be borne equally by the two (2) parties hereto.
- 19.09 The time limits and other procedural requirements set out in this Article 19 are mandatory and not merely directory. Therefore, failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the grievor. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be deemed to be abandoned. No matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the times specified.
- 19.10 A grievance which has been disposed of pursuant to the grievance provisions of the Agreement shall not again be made the subject matter of a grievance. This clause shall not preclude a different grievance from being filed respecting similar but different circumstances. The Union shall have the right to withdraw the grievance at any stage of the proceedings.
- 19.11 A decision or settlement reached at any stage of the grievance procedure shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to reopening by any party except by agreement in writing. If the grievance is settled at any step of the grievance procedure both the Company Management and the Union Representatives who pass on the same as provided herein shall, after ratification, sign the settlement as endorsed upon the written grievance so that no question or argument may arise as to what

the settlement was. Either party shall have the right to require the attendance of the grievor at any meeting held pursuant to the grievance procedure.

- 19.12 When an employee's grievance is settled by the parties or determined by a Board of Arbitration on the basis that the employee is entitled to be reimbursed for wages lost as a result of action on the part of the Company in violation of this Agreement, such reimbursement shall be at the employee's straight time day work hourly rate exclusive of any premiums, for such hours as the employee would have worked for the Company or for the holiday pay to which he would have been entitled if the violation had not occurred, but there shall be subtracted there any monies the employee received during such period.

19.13 Union Policy Grievance Or Company Grievance

A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing within ten (10) days from the time the circumstances upon which the grievance is based were known. A meeting between the Company and the Union shall be held within five (5) days of the presentation of the written grievance and shall take place within the framework of Step 3 of Article 19.05. The Company or the Union, as the case may be, shall give its written decision within three (3) days of such meeting.

If the decision is unsatisfactory to the grieving party, the grievance must be submitted to arbitration within ten (10) days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

It is expressly understood that the provisions of this paragraph 19.13 may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the provisions of Article 19.05 hereof shall not thereby be bypassed.

- 19.14 In view of recent changes to the Ontario Labour Relations Act, and resulting decisions therefrom, and in view of the parties' history of amicable Labour Relations, the parties agree to the following:

That neither party shall raise or proceed with a timeliness issue argument regarding "filing for arbitration" without first giving the other party written prior notice of its intent to do so.

Should either party serve such notice on the other party the parties further agree that the final time frame in the Collective Agreement respecting "filing for arbitration" shall then be triggered.

The parties further agree that any Board of Arbitration or single Arbitrator, shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this Agreement and shall not be restricted by the Ontario Labour Relations Act in so doing.

ARTICLE 20 – DURATION OF THIS AGREEMENT

- 20.01 This Agreement shall become effective on January 1, 2017, and remain in full

20.02 This Agreement shall be subject to being renegotiated at its termination unless either party notifies the other in writing, at least 30 days before termination, of its desire to continue the Agreement as it exists for a further period of two (2) years. In which case, if the other party accepts the proposed extension of the terms of this Agreement, then this Agreement shall continue in full force and effect for a further period of two years and all of the provisions of this duration clause shall then apply to the new term in the same manner as they applied to the term now provided for.

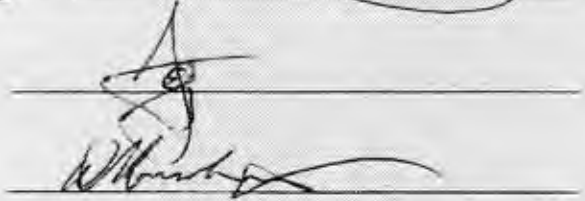
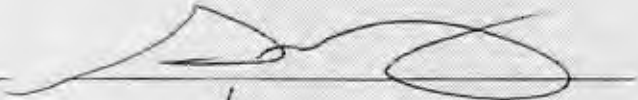
DATED AT GUELPH, THIS 22 DAY OF January, 2018.9

For the Company:

For the Union:



Samia Vitek



L. Hamilton
A. Carter

LETTER OF UNDERSTANDING #1

BETWEEN:

**CARGILL LIMITED
(Watson Road Plant)**

-and-

**UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175**

RE: CLEAN PARKING LOT AND WALKWAY

The Company will make a reasonable effort to ensure the parking lot and a walkway will be kept cleaned of excessive snow.

LETTER OF UNDERSTANDING #2

BETWEEN:

**CARGILL LIMITED
(Watson Road Plant)**

-and-

**UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175**

RE: MONTHLY STEWARD MEETING

The Company agrees to permit the Union Stewards to get together once a month to discuss any ongoing issues.

LETTER OF UNDERSTANDING #3

BETWEEN:

**CARGILL LIMITED
(Watson Road Plant)**

-and-

**UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175**

RE: EMPLOYEE MEAT PURCHASES

The Company will post a weekly price list of available items for sale. Prices will be discounted by fifteen (15) percent. The Company agrees that employees may purchase standard pack or individual pieces of product (limited to normal family quantities). A reasonable charge may be applied to the purchase of individual pieces to offset the administrative and packaging costs.

LETTER OF UNDERSTANDING #4

BETWEEN:

**CARGILL LIMITED
(Watson Road Plant)**

-and-

**UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175**

RE: OFFICE SPACE, DOCUMENTATION

The Company will supply Union Office space on the premises.

The Company will give all documentation to the Union regarding discipline, job postings, and the employee awarded the job posting.

LETTER OF UNDERSTANDING #5

BETWEEN:

**CARGILL LIMITED
(Watson Road Plant)**

-and-

**UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175**

RE: PRINTING AND NEGOTIATING ROOM COSTS

The Company agrees to pay one hundred percent (100%) of the wages of the Negotiating Committee, including conciliation and mediation. The Negotiating Committee will consist of up to five (5) members, including the Chief Steward and Union Chairperson. The Company shall pay one half ($\frac{1}{2}$) the cost of the meeting rooms for the negotiations, including conciliation and mediation. The Company agrees to pay one half ($\frac{1}{2}$) of the cost of the printing of the Collective Agreements.

LETTER OF UNDERSTANDING #6

BETWEEN:

**CARGILL LIMITED
(Watson Road Plant)**

-and-

**UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175**

RE: UFCW TRAINING & EDUCATION FUND, LOCAL 175

Effective the first week after ratification the Company agrees to contribute one thousand dollars (\$1000.00) to the UFCW 175 Training & Education Fund and then one thousand dollars (\$1000.00) on each anniversary date of the length of the contract.

LETTER OF UNDERSTANDING #7

BETWEEN:

**CARGILL LIMITED
(Watson Road Plant)**

-and-

**UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175**

RE: UFCW CHARITY FUND

The Employer shall deduct from the weekly earnings of each employee, upon written authorization from each employee, per week and shall, together with a detailed list of the names, Social Insurance Numbers and amount deducted, remit same by cheque payable to the UFCW Charity Fund before the fifteenth (15th) day of the following month.

Receipt for the total amount deducted per employee in the calendar year will be provided by the Union on or before February 28th of each year, or noted by the Employer on the employee's T4 slip.

LETTER OF UNDERSTANDING #8

BETWEEN:

**CARGILL LIMITED
(Watson Road Plant)**

-and-

**UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175**

RE: LABOUR MANAGEMENT MEETINGS

The Company and the Union agree that labour management meetings will be held on a quarterly basis, as needed, to discuss issues that arise throughout the duration of the contract.

LETTER OF UNDERSTANDING #9

BETWEEN:

**CARGILL LIMITED
(Watson Road Plant)**

-and-

**UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175**

RE: CONTINUATION OF BENEFITS FOR FAMILY AFTER DEATH

In the event of the death of an employee with five (5) or more years of seniority, the Company will continue to provide dental and prescription drugs benefits according to the benefit book for a period of sixty (60) calendar days from the date of death. These benefits are for the spouse and/or children listed as dependants on the Company's benefits records as of the time of death.

LETTER OF UNDERSTANDING #10

BETWEEN:

**CARGILL LIMITED
(Watson Road Plant)**

-and-

**UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175**

RE: RETIRING AFTER FIFTEEN (15) YEARS' SERVICE

The Company will offer dental and prescription drugs benefits according to the benefit book to long term employees who wish to retire at the age of (60) sixty. In order to qualify for this coverage the employee must have both 15 years of service and be at least (60) sixty years of age. The cost of this coverage will be shared 50-50 between the Company and the employee. This coverage will expire at age 65.

LETTER OF UNDERSTANDING #11

BETWEEN:

**CARGILL LIMITED
(Watson Road Plant)**

-and-

**UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175**

RE: TERMINATION OF BENEFITS AFTER TWO (2) YEARS' ABSENCE

It is understood that there will be no health and dental benefits after 2 years absence from work.

LETTER OF UNDERSTANDING #12

BETWEEN:

**CARGILL LIMITED
(Watson Road Plant)**

-and-

**UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175**

RE: PAY EQUITY

The Employer agrees that it has a Pay Equity Plan in effect and will keep it properly maintained.

LETTER OF UNDERSTANDING #13

BETWEEN:

**CARGILL LIMITED
(Watson Road Plant)**

-and-

**UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175**

RE: SCHEDULES

1. The Company will inform the Union of the reasons for any change in scheduling as soon as possible and will give the Union opportunity for input. The Company will give the Union at least thirty (30) days notice before implementing the change.
2. It is the preference of the Company to operate an alternative work week.
3. When designing shift schedules, the Company agrees to follow these guidelines:
 - (a) Employees will have a minimum of two (2) consecutive days off per week;
 - (b) Employees will not work split days or split shifts;
 - (c) Employees will not be required, as part of their regularly scheduled shift, to work seven (7) consecutive days;
 - (d) Employees will not rotate between first and second shift;
 - (e) No employee shall be scheduled to work in excess of ten (10) hours per day as part of their regular work day.
4. Day shift will start no later than 7:00 a.m.
5. It is the Company's intention to put together a shift schedule that will allow for a six (6) day operation of the Plant to meet the needs of our customers.
6. The Company and the Union agree to discuss and negotiate areas of the Collective Agreement affected by the above prior to implementation such as overtime, holidays and vacation.

LETTER OF UNDERSTANDING #14

BETWEEN:

**CARGILL LIMITED
(Watson Road Plant)**

-and-

**UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175**

RE: SCHEDULES IN EXCESS OF EIGHT (8) HOURS PER SHIFT

This will confirm our understanding with respect to scheduled in excess of eight (8) hours per shift in Article 8 of this Agreement.

The parties have agreed that the Company may establish schedules of twelve (12) hours per shift for Refrigeration B Operators and Stationary Engineers subject to the following:

1. In the refrigeration are the hours of regular work will be scheduled on the basis of thirty six (36) hours in a payroll week and forty four (44) hours in the following week.
2. For the purpose of Refrigeration B Operators and Stationary Engineers who work overtime will be paid one and one half (1½) times their regular rate for:
 - (a) Hours worked in excess of the twelve (12) hours per day.
 - (b) Hours worked on the first non-scheduled day in the week and double time (2x) on the second non-scheduled day of the week.
3. Refrigeration B Operators and Stationary Engineers who are required to work one of the designated holidays as outlined under Article 11 shall be paid at the rate of time and one half (1½) plus holiday pay for hours that are scheduled to work.
4. Refrigeration B Operators and Stationary Engineers whose holiday falls on his scheduled day off will be compensated at eight (8) hours, ten (10) or twelve (12) at his regular rate.
5. The Company and the Union agree that during the term of this Collective Agreement the Chief Engineers will help to repair and maintain the equipment, relieve Refrigeration B Operators and Stationary Engineers during sickness and vacations if no other Refrigeration B Operators and Stationary Engineers are available.
6. All Refrigeration B Operators and Stationary Engineers will be covered under the Collective Agreement, except for the changes outlined above.

LETTER OF UNDERSTANDING #15

BETWEEN:

**CARGILL LIMITED
(Watson Road Plant)**

-and-

**UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175**

RE: OBSERVED HOLIDAY OVERTIME

This agreement is in regards to work during observed holiday weeks

1. By December 1 of each year, the Company will assign employees to Group "A" or Group "B" for mandatory overtime to be worked in weeks of observed holidays for the following year.
2. The Company will endeavor to keep employees in the same group for the balance of the Collective Agreement.
3. In instances where there is a conflict of 8.01 (d) in the schedule, this agreement will apply.
4. The schedule below does not constitute a guarantee of work.
5. Where a group is not scheduled to work as per the table below, such employees would receive three (3) consecutive days off (to include Saturday and Sunday), with the exception of employees who volunteer to work.
6. Where a second day of production is required on the weekend immediately before the observed holiday, such overtime opportunities will be posted and then assigned to those that volunteer that have the skill and ability as determined by the Company.

2017	Holiday Observed	Day Worked	Group Working	Weekend Not Mandated
Canada Day	Mon Jul 3, 2017	Mon Jul 3, 2017	B	July 1.2, 2017
Civic Holiday	Mon Aug 7, 2017	Mon Aug 7, 2017	A	Aug 5.6, 2017
Labour Day	Mon Sep 4, 2017	Mon Sep 4, 2017	B	Sep 2.3, 2017
Thanksgiving	Mon Oct 9, 2017	Mon Oct 9, 2017	A	Oct 7.8, 2017

2018	Holiday Observed	Day Worked	Group Working	Weekend Not Mandated
New Year's Day	Mon Jan 1, 2018	Mon Jan 1, 2018	A	Dec 30.31, 2017
Family Day	Mon Feb 19, 2018	Mon Feb 19, 2018	B	Feb 17.18, 2018
Good Friday	Fri Mar 30, 2018	Sat Mar 31, 2018	A	Mar 30, Apr 1, 2018
Victoria Day	Mon May 21, 2018	Mon May 21, 2018	B	May 19-20, 2018
Canada Day	Mon Jul 2, 2018	Mon Jul 2, 2018	A	Jun 30, Jul 1, 2018
Civic Holiday	Mon Aug 6, 2018	Mon Aug 6, 2018	B	Aug 4.5, 2018
Labour Day	Mon Sep 3, 2018	Mon Sep 3, 2018	A	Sep 1.2, 2018
Thanksgiving	Mon Oct 8 2018	Mon Oct 8 2018	B	Oct 6.7, 2018

2019	Holiday Observed	Day Worked	Group Working	Weekend Not Mandated
New Year's	Tue Jan 1, 2019	Sun, Dec 30, 2018	B	Dec 29, 2018
Family Day	Mon Feb 18, 2019	Mon Feb 18, 2019	A	Feb 16.17, 2019
Good Friday	Fri Apr 19, 2019	Sat Apr 20, 2019	B	Apr 19, 21, 2019
Victoria Day	Mon May 20, 2019	Mon May 20, 2019	A	May 18-19, 2019
Canada Day	Mon Jul 1 2019	Mon Jul 1, 2019	B	Jun 29.30 2019
Civic Holiday	Mon Aug 5, 2019	Mon Aug 5, 2019	A	Aug 3.4, 2019
Labour Day	Mon Sep 2, 2019	Mon Sep 2, 2019	B	Aug 31, Sep 1, 2019
Thanksgiving	Mon Oct 14, 2019	Mon Oct 14, 2019	A	Oct 12.13 2019

2020	Holiday Observed	Day Worked	Group Working	Weekend Not Mandated
New Year's	Wed Jan 1, 2020	Sun Dec 29, 2019	A	Dec 28, 2019
Family Day	Mon Feb 17, 2020	Mon Feb 17, 2020	B	Feb 15.16, 2020
Good Friday	Fri Apr 10, 2020	Sat Apr 11, 2020	A	Apr 10, 12, 2020
Victoria Day	Mon May 18, 2020	Mon May 18, 2020	B	May 16.17, 2020
Canada Day	Wed Jul 1, 2020	Sun June 28, 2020	A	Jun 27, 2020
Civic Holiday	Mon Aug 3, 2020	Mon Aug 3, 2020	B	Aug 1-2, 2020
Labour Day	Mon Sep 7, 2020	Mon Sep 7, 2020	A	Sep 5.6, 2020
Thanksgiving	Mon Oct 12, 2020	Mon Oct 12, 2020	B	Oct 10.11, 2020