

# **COLLECTIVE AGREEMENT**

**between**

**MASTERFEEDS LP**

**Cavan, Ontario**

**(hereinafter called "the Company")**

**and**

**Unifor And Its Local 294B**

**(hereinafter called "the Union")**

**11324 (08)**

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## **ARTICLE I - PURPOSE**

- 1.01 The general purpose of this Agreement is to maintain the harmonious relationship between the Company and its employees and to provide an amicable method of settling any differences or grievances which may arise from time to time hereunder, and to further provide means of operating the Cavan Plant in a manner which will further in all possible ways the welfare and safety of the employees, and to co-operate in all matters to the mutual interest and advantage of the employees and the Company.

## **ARTICLE II - RECOGNITION AND COVERAGE**

- 2.01 The company agrees to recognize the Union as the sole and exclusive bargaining agent of all employees of Masterfeeds LP located at Cavan, Ontario, excluding Plant Supervisor, persons above the rank of Plant Supervisor and office and sales staff.
- 2.02 All employees shall, as a condition of employment, obtain and maintain membership in the Union and pay such initiation fees, regular union dues or special assessments as are uniformly levied.
- 2.03 Upon receipt of proper notification from the Union, the company will deduct the amounts as stipulated in Section 2.02 above from each employee who has income equal to five (5) or more days' pay in any month. The company further agrees to remit the amounts so deducted, together with a statement reflecting the deductions from each employee monthly to the Union.
- 2.04 Supervisory personnel will not under normal conditions, perform work customarily carried out by members of the bargaining unit, except in the training of employees, testing of equipment, developing of methods or standards, emergencies, assisting to overcome operating difficulties and in the performance of maintenance work.
- 2.05 It is understood that, in this Agreement, all references made to "him, he, his" refer to employees of either gender.

### **ARTICLE III - NEGOTIATING COMMITTEE AND STEWARDS**

- 3.01 The Company acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than two (2) employees to deal with matters, which properly arise from time to time in connection with the renewal or modification of the Agreement.
- 3.02 The Company acknowledges the right of the Union to appoint or otherwise select two (2) union stewards to deal with grievances of employees. It is understood that a Steward will not leave his assigned duties for the purpose of servicing grievances or other Union activity without first obtaining permission from his Plant Supervisor and, when resuming his regular duties, will report to his Plant Supervisor. Such permission will not be unreasonably withheld. It is understood that such employees will not absent themselves from their duties unreasonably. On this express understanding, the Company agrees that stewards will not lose pay for time spent servicing grievances during their regular working hours.
- 3.03 The Union shall notify the Company in writing of the names of the Stewards and the Negotiating Committee members designated to transact Union business with the Company.

### **ARTICLE IV - RESERVATION OF MANAGEMENT FUNCTIONS**

- 4.01 The Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, retire, discharge, classify, transfer, assign, direct, promote, demote, layoff and suspend or otherwise discipline employees for just cause.
  - (c) generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, the kinds and locations of equipment, machines and tools to be used, the products to be handled, processed or manufactured, the scheduling and method of production, the allocation and number of employees required by the Company from time to time.

- 4.02 All the functions, powers and authorities, which the Company has not specifically abridged, delegated or modified by the Agreement, will be recognized as being retained by the Company.
- 4.03 All the foregoing is subject to the provisions of this Agreement.

**ARTICLE V - RELATIONSHIP**

- 5.01 The Company agrees that there shall be no discrimination, interference, restraint or coercion exercised against any employee because of his membership in or connection with the Union.
- 5.02 The Union agrees that there will be no Union activity on the premises of the Company, except as permitted by this Agreement or with the permission of the Company.

**ARTICLE VI - HOURS OF WORK AND OVERTIME REGULATIONS**

- 6.01 The standard workweek shall be 40 hours, and the standard workday shall be 8 hours. The foregoing does not constitute a guarantee of either daily or weekly hours. The Company will pay for hours worked except where otherwise stated in the Agreement. Overtime regulations shall not be a limitation upon the number of hours per day or days per week that the Company may operate its plant or schedule its employees.
- 6.02 The normal hours of work shall be as posted; however, the foregoing does not constitute a guarantee of shift schedules. The Company will attempt to provide reasonable notice whenever possible, of a change to existing hours of work.
  - (1) Process Equipment Operator, Warehouse
    - 6:00 a.m. to 2:00 p.m.; and
    - 2:00 p.m. to 10:00 p.m.
    - 10:00 p.m. to 6:00 a.m.

(2) Day Shift: Warehouse, Maintenance  
8:00 a.m. to 4:30 p.m.; and  
9:00 a.m. to 5:30 p.m.  
1/2 hour unpaid lunch period.

(3) It is understood that a warehouse person working in the warehouse area and the maintenance employee who work days will have their starting hours established between 6:00 a.m. and noon.

6.03 Authorized work performed in excess of the standard work week or standard work day and work performed on the employee's first day of rest, shall be paid at the premium rate of time and one-half the employee's regular straight time rate of pay. The Company will give as much notice of such overtime work as possible.

6.04 Authorized work performed on the employee's second day of rest and time worked in excess of twelve consecutive hours, will be paid at double the straight time rate of pay.

6.05 It is understood that overtime will be distributed as equally as is reasonable amongst those employees who are qualified to perform the work. The Company shall approach such employees on a voluntary basis but, in the event that sufficient volunteers are not available, the Company shall assign the qualified junior employees to perform the required overtime work. An employee who declines overtime will be charged with the number of hours of work that were offered to him for purposes of overtime distribution. A list showing the overtime hours worked by employees will be posted monthly.

6.06 An employee who is required to work a minimum of two hours' overtime after the completion of his regular shift shall be paid a \$7.00 meal allowance. An additional meal allowance shall be paid for each additional four (4) hours of overtime. Effective the month following ratification (June 1, 2013), the \$7.00 amount will be increased to \$8.00. Effective April 1, 2014, the \$8.00 amount will be increased to \$9.00. Effective April 1, 2015, the \$9.00 amount will be increased to \$10.00.

6.07 The Company will schedule for each employee, a break period of ten minutes during the first half and a second break period of ten minutes during the second half of each regular shift. A ten-minute break period will also be provided at the end of the shift before commencing overtime, if the overtime period to be worked is estimated

to exceed one hour.

- 6.08 An employee called in to perform emergency work not continuous with his regular work period nor previously scheduled by the Company, shall be paid the greater of:
- a. Compensation equivalent to four hours pay at the straight time rate, or
  - b. Compensation at the applicable overtime rate.
- 6.09 An employee who reports for work at the commencement of his assigned shift without previous notification not to do so, shall receive a minimum of four hours' work or four hours' pay at his regular straight time rate.

## **ARTICLE VII - PLANT HOLIDAYS**

- 7.01 Employees shall be paid for:

1/2 Day before New Year's Day  
New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
1/2 Day before Christmas  
Christmas Day  
Boxing Day  
Personal Floaters (3) \*

for the standard number of hours which would have normally been worked by them respectively at the employee's regular straight time rate of pay. An employee shall not be disqualified from receiving holiday pay, provided he works the shift before and the shift following the holiday, unless such employee is on an excused absence.

- \* It is understood floating holidays will be scheduled in advance at a mutually convenient time and will not normally be taken consecutive with annual vacation.

- 7.02 When a plant holiday falls on a weekend, the holiday will be observed on the Friday preceding or the Monday following.

- 7.03 An employee required to work on any of the above designated plant holidays will receive time and one-half his regular straight time rate for work performed, in addition to any plant holiday pay to which he may be entitled under paragraph 7.01.
- 7.04 If an eligible employee who is required to work on a plant holiday fails to do so, he will not be paid for the holiday unless his absence is due to illness attested to by a doctor's certificate, if the Company considers such evidence to be necessary, or other reason acceptable to the Company.
- 7.05 When a plant holiday falls within an employee's vacation period, it may, by mutual agreement, be compensated for by an extra day's pay, or taken consecutive with the employee's vacation or at a later mutually convenient date. If mutual agreement cannot be reached on a compensatory day off, the employee shall receive payment for such day or days.

#### **ARTICLE VIII - VACATIONS WITH PAY**

- 8.01 The Union acknowledges that the Company has the right to schedule vacations at any time during the year, however, a sincere effort will be made to grant vacations at the time or times wanted by the employee, giving longer service employees preference. Vacations of more than 2 weeks during July and August will not necessarily be scheduled consecutively. Should the Company elect to close the plant for a one or two week vacation period, all eligible employees will take vacations at that time, provided their services are not required for particular work.
- 8.02 A notice will be posted on January 1st of the current calendar year requesting employees to state their choice of vacation dates. Such notice will be removed by the Company on February 1<sup>st</sup> and the vacation schedule prepared in accordance with the other provisions of this Article and posted within seven days. Requests to reschedule vacation periods after that date will be considered by the Company, provided the rescheduling does not interfere with the vacations of other employees or with the efficient operation of the plant.



- 8.03 An employee with six months or more but less than one year of service by July 1st of the current year shall be entitled to one week of vacation. Pay for such vacation shall be 4% of the employee's earnings for his period of employment up to June 30th of the current year.
- 8.04 An employee with one year or more but less than five years' service by July 1st of the current year shall be entitled to two weeks' vacation. Pay for such vacation shall be 4% of the employee's earnings for the twelve-month period ending June 30th of the current year.
- 8.05 An employee who has completed five years' service or more but less than ten years' service by July 1st of the current year shall be entitled to three weeks' vacation. Pay for such vacation shall be 6% of the employee's earnings for the twelve-month period ending June 30th of the current year.
- 8.06 An employee who has completed ten years' service or more but less than eighteen years' by July 1st of the current year shall be entitled to four weeks' vacation. Pay for such vacation shall be 8% of the employee's earnings for the twelve-month period ending June 30th of the current year.
- 8.07 An employee with eighteen years' service or more but less than twenty-six years' by July 1st of the current year shall be entitled to five weeks' vacation. Pay for such vacation shall be 10% of the employee's earnings for the twelve-month period ending June 30th of the current year.
- 8.08 An employee with twenty-six years' service or more by July 1st of the current year shall be entitled to six weeks. Pay for such vacation shall be 12% of the employee's earnings for the twelve-month period ending June 30th of the current year.
- 8.09 An employee with one or more years of service by July 1st of the current year will be entitled to vacation pay as described in paragraphs, 8.03, 8.04, 8.05, 8.06, 8.07 or 8.08 except that if the employee has worked 1,600 hours or more during the vacation year his vacation pay will not be less than forty hours' pay at his basic straight time rate for each week of vacation entitlement. In the case of an employee who works less than 1,600 hours during the vacation year, his vacation pay will be calculated at the ratio that his hours worked bear to 1,600.

- 8.10 Vacation pay will be paid when vacations are taken; however, vacation days will be taken and vacation pay will be paid in full day increments providing such days and monies are accrued. On the last vacation date, the balance of any vacation monies accrued will be paid out at that time.
- 8.11 An employee who voluntarily quits or leaves his employment for other reason will receive vacation pay in accordance with the provisions above.
- 8.12 An employee discharged for cause will receive vacation pay in accordance with the Canada Labour (Standards) Code.
- 8.13 An employee shall take his vacation during the applicable vacation year. Accumulated vacation shall not be carried forward into the next vacation year unless authorized by the Company.
- 8.14 Vacation pay will not be paid to an employee in lieu of taking his vacation unless such circumstances is the result of terminating employment.

**ARTICLE IX - GRIEVANCE PROCEDURE**

9.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is generally understood that an employee has no grievance until he has first given to his supervisor an opportunity to adjust his complaint, and that such complaint shall be registered within fifteen working days of the alleged circumstances coming to the knowledge of the employee.

9.02 If such complaint is not settled to the satisfaction of the employee concerned, it may be taken up as a grievance within five working days, in the following manner and sequence:

Step No. 1 Between the aggrieved employee who shall be accompanied by the Union Steward and the supervisor, at which time a written record of the grievance shall be submitted and signed by the employee. The supervisor shall give his reply in writing not later than five (5) full working days following receipt of the grievance. Failing settlement, then:

Step No. 2 Within five (5) full working days of the written notice referring the

grievance to Step No. 2, a meeting will be arranged between the aggrieved employee, an accredited representative of the Union, and the local Manager or another representative of the Company. The Company shall reply in writing within five (5) full working days of this grievance meeting. If the grievance is not satisfactorily resolved at Step No. 2 - including any question as to whether a matter is arbitrable, the grievance may be referred to arbitration provided in Article X by notice in writing to the Company within five (5) full working days after the Company's reply at Step No. 2. If no written request for arbitration is received within fourteen days after the decision in Step No. 2 is given, it shall be deemed to have been settled or abandoned. An extension of the time limits may be mutually agreed upon by the parties.

- 9.03 Saturdays, Sundays and plant holidays will not be counted in determining the time within which any action is to be taken or completed in each of the steps of the Grievance Procedure or under Article X. Any and all time limits fixed by this Article and Article X may at any time be extended by Agreement between the Company and the Union.
- 9.04 All decisions arrived at between the representatives of the Company and the Union shall be final and binding upon the Company, the Union and the employee or employees concerned.
- 9.05 When a complaint or grievance which affects the rate of pay of an employee is settled and as a result the employee receives an increase in his rate, such increase shall be paid retroactively to the date the error was made or such other date as may be agreed upon.
- 9.06 Discipline
- i) A Union Steward or alternate will be present when an employee is formally disciplined, if he so chooses.
  - ii) If an employee with seniority is dismissed or suspended for any reason and feels he has been unjustly dealt with, he may inform his Steward who shall, if a grievance is to be filed, file such written grievance with the company within eight working days of the suspension or dismissal. The dismissal or suspension shall then be dealt with under the grievance procedure herein,

beginning with the Second Step. Notice of dismissal or suspension and the reason therefore shall be given in writing with a copy to the Union on the same date. If subsequently it is decided that the employee was unjustly dismissed or suspended, he shall be reinstated in his former job and compensated for such time lost as is determined by the grievance or arbitration procedure, or such other settlement as is deemed to be just and equitable.

- 9.07 The Union or the Employer may file a policy grievance in appropriate circumstances. A policy grievance is defined as a difference concerning the interpretation or application of this Agreement or the law that seeks to enforce an obligation to the Employer to the Union or the Union to the Employer. A policy grievance shall not be brought with respect to matters capable of being filed as individual grievances or in respect of remedies or relief that effect individual employees. A policy grievance shall be initiated in writing at Step No. 2 of the grievance procedure within five (5) full working days of notice of the act causing the grievance.
- 9.08 An employee who receives a written discipline notice from the Company shall have the discipline removed from his record after a period of two years, provided that during such period, he has not received other related disciplinary action.

#### **ARTICLE X - ARBITRATION**

- 10.01 Prior to proceeding to arbitration, the parties may mutually agree to utilize the services of a Grievance Mediator.
- 10.02 Whenever either party to the Agreement submits any grievance to arbitration, written notice shall be given to the other party formally stating the subject of the grievance and the Agreement clause allegedly violated, and at the same time nominating an Arbitrator. If the recipient of the notice does not agree with the nomination, the parties will meet forthwith and attempt to select an alternative. If the parties fail to agree on the selection of an Arbitrator, the Federal Minister of Labour will be requested to make the appointment. As soon as the Arbitrator is appointed, he shall convene a meeting to hear the evidence and representations of the parties, and render a decision as soon as possible.
- 10.03 No person shall be selected as an Arbitrator who has been directly involved in

attempts to negotiate or settle the grievance.

- 10.04 No grievance shall be considered by the Arbitrator unless it has been properly carried through all previous steps of the Grievance Procedure.
- 10.05 The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matters not covered by the Agreement.
- 10.05 The parties will jointly bear the expense of the Arbitrator.

#### **ARTICLE XI - NON-INTERRUPTION OF WORK**

- 11.01 The Company agrees that there will be no lockout during the term of this Agreement.
- 11.02 The Union agrees that during the term of this Agreement there will be no strike, slowdown or other stoppage of work or interference with production and will advise its members of this responsibility.

#### **ARTICLE XII - SENIORITY**

- 12.01 An employee's seniority date shall be in accordance with article 12.02 and established during his current period of employment with the Company from which there has been no quit or discharge to break his continuous service.
- 12.02 A new employee will be on probation and will not acquire seniority until he has worked for ninety (90) days accumulated over a period of six consecutive months(\*\*). On completion of this probationary period, his seniority shall be established as the date ninety (90) consecutive working days prior to the day on which he completed his probationary period. During the probationary period, an employee may be discharged for any reason and the discharge shall be deemed for just cause.

Students hired for summer work will not accrue seniority. If retained beyond the summer for permanent work, their seniority date will be calculated in accordance with this paragraph including their period of summer employment.

(\*\*) Note: In the event that the Company utilizes a person from an Agency and that employee satisfies the conditions above and an offer of employment is made, then the person will be granted seniority in accordance with this Article 12.02. It is understood that this ninety (90) day period may be extended in writing by mutual agreement between the parties.

- 12.03 A seniority list showing each employee's seniority date will be prepared by the Company and posted on the plant bulletin board and a copy will be provided to the Local Union. The list will be upgraded as changes occur. An employee who believes his seniority is incorrectly shown may take the matter up as a grievance.
- 12.04 An employee shall lose all seniority and his name shall be removed from the employment records of the Company when he:
- (a) quits,
  - (b) is discharged for just cause,
  - (c) fails to report from lay-off or is laid off for a period exceeding his recall rights as provided in paragraph 13.03,
  - (d) receives severance pay as provided herein,
  - (e) is absent for three (3) consecutive working days without advising his immediate supervisor and without being able to justify the absence to the satisfaction of the Company,
  - (f) retires.
- 12.05 When an employee is promoted out of the bargaining unit, he will retain seniority for a period of six (6) months, after which he will lose all bargaining unit seniority.

If an employee returns to the bargaining unit within six (6) months of the promotion he will be placed in his previous position. If he does not have the seniority to go back into the position, he will exercise his rights according to his seniority and qualifications.

### **ARTICLE XIII - LAYOFF AND RECALL**

- 13.01 When it becomes necessary to reduce the working force of employees, seniority will prevail so long as it does not prevent the Company from maintaining a working force of employees who possess the skill, ability, experience and physical fitness to capably perform the work which is available and are willing to do such work at the scheduled rate for the job. In such cases where an employee with seniority accepts

a lower rated job rather than be laid off, his regular rate will be protected for a maximum period of thirty days. Short time operations is not considered lay-off for purposes of this Article.

In the event of a lay-off, a senior person may request the lay-off. It is at the Company's sole discretion to grant such a request.

13.02 Laid off personnel will be recalled from layoff on the basis of seniority provided those recalled possess the skill, ability, experience and physical fitness to capably perform the work which is available. Employees will be allowed up to five (5) days to report from layoff if such a delay is requested at time of recall. Recall will be made by telephone and if this means is unsuccessful, the employee will be advised by couriered or registered letter at the last address he made known to the Company.

13.03 An employee with three or more years' seniority who is laid off for a period in excess of twenty-four months or an employee with less than three years' seniority who is laid off for twelve months, or an employee who fails to report from lay-off when recalled, will have his seniority standing cancelled and his name removed from the employment records of the Company.

13.04 It is the responsibility of the employee to keep the Company informed at all times of his current address and a current telephone or cell number through which he can be reached.

#### **ARTICLE XIV - TEMPORARY TRANSFER, PROMOTION AND JOB POSTING**

14.01 An employee temporarily assigned to a higher rated job shall be paid at the higher rate providing the assignment exceeds one hour's duration. An employee temporarily assigned to a lower rated job will continue to receive his regular rate, except in cases where such employee requests a lower rated job or is assigned to a lower rated job for disciplinary or health reasons. Temporary assignments should not be confused with regular transfers or promotions or with job changes caused by layoff.

14.02 Selection for job vacancies within the bargaining unit shall be the senior applicant who has sufficient skill, ability, and physical fitness to fulfil the job requirements.

- 14.03 When the Company elects to fill a permanent job vacancy that occurs within the complement of jobs, such vacancy shall be posted on the bulletin board for three working days. An employee may indicate his desire to be considered for the vacancy by adding his name to the job poster. Applicants will be considered by the Company in accordance with Article 14.02. The successful applicant shall receive the rate of the new job upon assuming the full duties.
- 14.04 An employee who has successfully bid to a new classification shall be on probation in that classification for a period of 30 days worked. During this period the employee may be returned by the Company to their former classification. In such case, an employee will not be eligible to bid on another posting for a period of six months unless mutually agreed by the employee and the Company.
- 14.05 The Company will endeavour to provide temporary, modified/transitional work for injured workers, in accordance with Provincial and Federal requirements. Such transitional work programs will not be considered by the Union or the Company to be the same as temporary transfers or assignments, promotions, or permanent work arrangements. These are developed to assist the injured worker in his recovery, and are excluded from the job posting process. Refer to Article 18.04 for additional information on transitional work programs.

#### **ARTICLE XV - WAGE RATES**

- 15.01 Wage rates shall be in accordance with the Schedule of Wage Rates and Job Classifications attached hereto as Schedule 1.
- 15.02 In addition to the wage rates in Schedule 1, a shift premium of 45 cents per hour shall be paid for work performed on a regularly scheduled afternoon shift and 55 cents per hour for work performed on a regularly scheduled night shift effective the date of ratification. Effective April 1, 2014, the shift premium will be increased to 60 cents per hour for work performed on a regularly scheduled afternoon or night shift.
- Effective April 1, 2014, it is understood that whenever overtime premium and shift premium are payable for the same hours the overtime premium does not apply to the shift premium.
- 15.03 When an employee in maintenance is required to provide his own tools, the Company agrees to replace any such tool that is broken or worn out on the job.



Replacement tools will be of equal value. It is understood that the Company is not responsible for replacement if the breakage is due to misuse or negligence or if it is not necessary to the normal performance of the job.

#### **ARTICLE XVI - BULLETIN BOARDS**

- 16.01 The Company shall provide reasonable space on bulletin boards in the plant for the posting of official Union notices. Such notices will be approved by Management before posting.
- 16.02 The Company shall provide a Safety Bulletin Board, separate from general notice boards, on which to post JHSC information, meeting minutes and other health and safety related data as required.

#### **ARTICLE XVII - LEAVE OF ABSENCE**

- 17.01 The Company, at its discretion and subject to any applicable legislation and the Company's Employee Group Insurance Plans, may grant leave of absence to any employee for legitimate personal reasons. Any person who is absent with written permission shall not lose his seniority.
- 17.02 In the case of leave to attend Union business, it is understood that normally, not more than two employees will be absent at any one time. The Union will give the company at least one week's notice of such leave.
- 17.03 In the event of the death of an immediate relative, an employee will be granted a leave of absence up to five (5) consecutive days will be granted the bereaved employee for the purpose of attending and, where necessary, making arrangements for the funeral. Such employee shall be paid his straight time basic rate excluding shift or other premium for the scheduled hours he otherwise would have worked during such leave. "Immediate relative" shall mean an employee's mother, father, spouse, son and daughter.

In the event of the death of a related family member, an employee will be granted a leave of absence up to three (3) consecutive days will be granted the bereaved employee for the purpose of attending and where necessary, making arrangements for the funeral. Such employee shall be paid his straight time basic rate excluding shift or other premium for the scheduled hours he otherwise would have worked during such leave. "Related family member" shall mean an employee's brother,

sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, son-in-law or daughter-in-law.

"Employee" shall mean a regular full time employee of the Company who has completed his probationary period.

- 17.04 When an employee is called by the Crown for jury duty or as a subpoenaed witness and must, as a result, lose time from work, the Company agrees to pay such employee the difference between the fee received from the Crown and the employee's straight time basic rate, excluding shift or other premium for the scheduled hours he otherwise would have worked.

### **ARTICLE XVIII - WELFARE BENEFITS AND SAFETY**

- 18.01 The Company agrees to pay the premium costs of the following insurance plans, subject to the conditions set forth in a Letter from the Company to the Union, appended to this Agreement, which shall be continued during the term of this Agreement.

- Accidental Death & Dismemberment
- Weekly Indemnity
- Employee Life
- Extended Health Care (Major Medical, Prescription Drug, Semi Private Hospital)
- Dental Insurance Plan
- Long Term Disability Insurance Plan

#### **Pension**

Employees who have completed the eligibility period will, as a condition of employment, join the Company Pension Plan and pay the required contributions thereto.

- (i) Employees hired prior to April 1, 2013 and who are currently participating in the Defined Benefit will continue to participate in the Masterfeeds LP Defined Benefit Plan in accordance with the Plan's terms and conditions.
- (ii) New employees hired on or after April 1, 2013 will not be offered the Defined Benefit pension plan provided by Masterfeeds LP.

Such new employees hired after said date will be offered the Masterfeeds LP Defined Contribution Plan in accordance with the Plan's terms and conditions.

- 18.02 The Company agrees to continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of employment, and comply with all appropriate Legislation. The parties will set up a Health and Safety Committee, one from the company and two from the Union and will have regular monthly inspections of the plant and regular monthly meetings, with a copy of the minutes to be kept by both parties.

It is the employee's responsibility to take in accordance with Company rules and procedures, all reasonable precautions with respect to working in a safe manner with others as well as for his own safety, including the use of all appropriate safety clothing and equipment when required by those procedures and to part take in all training requirements.

- 18.03 When an employee, while carrying out his assigned duties, is disabled as a result of an industrial accident, he shall be paid for the remainder of his scheduled shift (less any amount that the employee may receive from Worker's Compensation).
- 18.04 The Company and the Union acknowledge their shared commitment to participate in transitional work programs to assist injured workers. An employee in a temporary transitional work program will earn the job rate in place for that individual at the time the injury/onset occurred. Refer to Article 14.04 for additional information on transitional work programs.

#### **ARTICLE XIX – VALID AGREEMENT**

- 19.01 If any provision of this Agreement is declared invalid by any court or administrative agency of competent jurisdiction, a decision shall not invalidate the entire Agreement. The parties intend that all other provisions remain in full force and effect. The parties further agree to amend this agreement to fully comply with requirements of applicable law.

**ARTICLE XX – DURATION OF AGREEMENT**

20.01 This Agreement shall be in effect from April 1, 2016 to March 31, 2019 and continue automatically thereafter during annual periods of one year each, unless either party notifies the other in writing within 90 days prior to the annual expiration date that it desires to amend or terminate this Agreement.

20.02 If, pursuant to such negotiations, Agreement on the renewal or amendment of this Agreement is not reached prior to the expiration date, this Agreement shall be automatically extended until consummation of a new agreement or completion of the conciliation proceedings prescribed under the Canada Labour Code, whichever should first occur.

Signed at \_\_\_\_\_, Ontario, this \_\_\_\_\_

**FOR THE UNION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE COMPANY**

*D. MacLure*

\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE 1

### SCHEDULE OF WAGE RATES

|  | Effective<br>April 1/16 | Effective<br>April 1/17 | Effective<br>April 1/18 |
|--|-------------------------|-------------------------|-------------------------|
| 1. Maintenance (Ticketed)  | \$ 24.52                | \$ 25.01                | \$ 25.57                |
| 2. ♦ Process Equipment Operator<br>(i.e. Panel/Mix Operator; Bulk S/R; Pellet Mill; Bagger<br>♦ Maintenance Non-ticketed | \$ 22.48                | \$ 22.93                | \$ 23.45                |
| 3. Warehouse   | \$ 21.25                | \$ 21.67                | \$ 22.16                |
| 4. Casual  | \$ 15.65                | \$ 15.96                | \$ 16.32                |

1. The probationary rate for employees hired to fill permanent positions is \$1.00 below the job rate. The Company, at its sole discretion, reserves the right to place the person at the job rate when it believes the employee is so qualified.
2. Lead Hand premium is 75 cents per hour. Such an appointment will be mutually agreed upon by the Company and the employee.
3. \*\*This ticketed rate will be paid providing the incumbent has the appropriate trade papers as approved by the Company and is doing such work.

April 30, 2004

Negotiating Committee,  
Unfor And Its Local 294B,  
Masterfeeds,  
Cavan, Ontario

### **Employee Group Insurance Benefits**

Whereas Article 18.01 of the Collective Bargaining Agreement sets out the following:

The Company agrees to pay the premium costs of the following insurance plans, subject to the conditions set forth in a letter from the Company to the Union appended to this Agreement, which shall be continued during the term of this Agreement.

- Accidental Death and Dismemberment
- Weekly Indemnity
- Employee Life
- Extended Health Care (Major Medical, Prescription Drug, Semi-Private Hospital)
- Dental
- Long Term Disability

This document is the letter outlined in Article 18.01.

The Company will pay the premium cost of the Group Insurance Benefits adjudicated and underwritten (and/or administered) by the insurer of its choice (presently Sun Life Financial) for employees who have completed their probationary period and otherwise have fulfilled the eligibility requirements of the insurer. With respect to the probationary period, benefits will be effective on the first day of the month following 2 months of continuous full-time employment.

The terms and conditions of any policy (e.g. Extended Health Care, Weekly Indemnity, LTD) will govern in any dispute arising from these benefits and will not be the proper subject matter for an arbitration under this Collective Agreement.

### **Weekly Indemnity Coverage**

Effective the month following ratification, (August 1, 2010) the weekly benefit for eligible employees will be sixty-six and two-thirds percents (66 2/3%) of the employee's weekly basic earnings excluding overtime or other premiums to a maximum of \$445 per week for those actively at work on that date.

The \$445.00 will increase to \$450.00 on April 1, 2011 for those actively at work on that date.

The \$450.00 will increase to \$455.00 on April 1, 2012 for those actively at work on that date.

An insured employee if disabled, subject to adjudication by the insurer, will be eligible for benefits from the first day of absence due to a non-occupational accident, from the fourth day where the absence is due to a bona fide sickness, and from the first day for hospitalization. The benefit will be payable for a maximum of twenty-six weeks.

### **Employee Life & Accidental Death and Dismemberment Coverage**

Effective the month following ratification, the Company will pay the premium cost for Employee Life Coverage in the amount of \$41,000 for active employees. The Company will pay the premium cost for the same amount of Accidental Death & Dismemberment coverage.

Effective April 1, 2017, the \$41,000 will be increased to \$42,000 for those actively at work on that date.

Effective April 1, 2018, the \$42,000 will be increased to \$43,000 for those actively at work on that date.

### **Extended Health Care Coverage**

The Company will pay the premium cost of the Major Medical coverage with a deductible of \$25 per employee or family per calendar year.

Effective June 1, 2006, the Company will pay the premium cost of a Semi-Private Hospital plan with a maximum daily benefit of \$125.00. Effective April 1, 2007, the Company will pay the premium cost of a Semi-Private Hospital plan with a maximum daily benefit of \$135.00. Effective April 1, 2008, the Company will pay the premium cost of a Semi-Private Hospital plan with a maximum daily benefit of \$150.00.

Effective the month following ratification, (June 1, 2016) the vision care benefit will provide a \$185 benefit per covered person per 24-month period for all active employees. The vision plan will include eyeglass frames and lenses, dispensing fees and contact lenses.

Effective April 1, 2018 the \$185 amount shall be increased to \$190 for all active employees.

### **Dental Coverage**

Effective the month following ratification, (June 1, 2016) the Company will pay the premium cost of a Dental Coverage plan using the 2015 Ontario Dental Association schedule of fees.

Effective June 1, 2017, the 2016 Ontario Dental Association schedule of fees will apply.

Effective April 1, 2018, the 2017 Ontario Dental Association schedule of fees will apply.

Prosthetics will be covered at 50% of eligible charges to an annual maximum of \$500.00 per calendar year per covered person. This is over and above the \$1,000\* Basic

Services as identified in the group benefit booklet.

Effective the month following ratification (August 1, 2010), the \$1,000\* amount will be increased to \$1,250.

### **Major Services**

Following are the procedures to be included in this coverage:

#### **Prosthodontics – Removable**

- Complete standard dentures
- Immediate standard dentures
- Transitional standard dentures
- Partial dentures – including cast chrome (but not gold)
- Denture adjustments – 3 months after insertion (once each year)
- Remount and occlusal equilibration
- Complete denture duplication (rebasing)
- Tissue conditioning
- Repairs, additions and relines

### **Long Term Disability Coverage**

The Company will pay the premium cost of a Long Term Disability Insurance Plan with a disability benefit of fifty-five percent (55%) of basic earnings, excluding overtime or other premium to a maximum of \$1,800 per month. Effective the month following ratification, (June 1, 2016), the \$1,800 per month maximum shall be increased to \$1,900 for all active employees. Effective April 1, 2017, the \$1,900 per month maximum shall be increased to \$2,000 for all active employees.

No benefits are payable for the first twenty-six weeks of disability. Canada Pension Plan, Workplace Safety and Insurance Act, and other legislated benefits shall be integrated with the long-term disability benefit.

It is understood that payment by the Company, is in lieu of any employee entitlement to a future premium reduction under the Employment Insurance Act.

It is further understood that payment by the Company of group Accidental Death and Dismemberment, Weekly Indemnity, Employee Life, Extended Health Care, Dental Care and Long Term Disability benefit premiums, as described above, is conditional upon the employee performing work for the Company during the month in which the premiums fall due. Subject to the agreement of the group insurance company, benefit premiums will be paid by the Company for three months after the month the eligible employee last worked if their absence is due to accident or illness. If the insurer will not allow the 3-month extension, the Company will pay premiums for the longest period of time allowable by the group insurer to a maximum of three months.

The Company may elect, at some future date, to transfer the underwriting and administration of one or more of these benefit plans to another insurance carrier, with the understanding that in this event, the benefits that will be provided by the new carrier will be



substantially similar to those in effect at this date.

Would you please indicate the Union's concurrence with this understanding by countersigning the duplicate copy of this letter and return it to the Company.

Yours truly,

MASTERFEEDS LP

Unifor And Its Local 294B

\_\_\_\_\_  
*D. MacLure*  
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May 11, 2016

Negotiating Committee,  
Unifor And Its Local 294B,  
Masterfeeds LP,  
Cavan, Ontario

Safety Footwear Allowance

This will confirm the agreement reached at our recently concluded negotiations that the Company will provide to non-casual employees, a safety shoe allowance of up to \$145.00 per pair as required, provided that the worn out employee's pair being replaced are turned in to the Company. Footwear must be worn and must meet or exceed C.S.A. Green Patch Rating and be acceptable to the Company. Effective the month following ratification, (June 1, 2016) the allowance will be increased to \$150.00. Effective April 1, 2016 the allowance will be increased to \$155.00. Effective April 1, 2018 the allowance will be increased to \$160.00.

Yours truly,

Larry Mann – Operations Manager

July 24, 2010

**MEMORANDUM**

To: PLANT STAFF (Cavan)

Re: **CLOTHING/UNIFORM POLICY**

The company will pay, as required by wear, the full cost of the following uniforms:

2 shirts per year

2 pants per year

2 coveralls per year (one coverall may be insulated or a parka may be substituted for the insulated coverall)

2 T-shirts

Appropriate work gloves will be provided and replaced upon the condition that the worn-out pair is turned in.

It is understood that employees who are issued such clothing must wear such while at work.

## LETTER OF AGREEMENT

Re: Maintenance

During the negotiations for the renewal of the Collective Agreement expiring March 31st, 1994, the issue of maintenance staffing arose. As a result of these discussions, the following terms were agreed upon:

- .01 The current reference to maintenance in the wage rate schedule will remain intact.
- .02 It is recognized that the Company will continue to have the sole discretion to determine what skills, abilities, and physical fitness requirements are required for the position.
- .03 It is recognized that the Company has the sole discretion to seek, appoint, and retain a lead hand, whether such person is acquired from inside or outside the bargaining unit, and to determine what duties or what duties are not required in that position. Payment shall be in accordance with the Wage Rate Schedule in the Collective Agreement.

April 13, 2016

## Letter of Agreement

### Part Time Maintenance Employee

It is the intention of the Company to hire a part time ticketed maintenance employee.

Hours of work for this position will depend on maintenance requirements however hours worked will not exceed 30 hours in a work week. The foregoing does not constitute a guarantee of hours. The Company will determine the number of scheduled hours of work.

This individual is not subject to layoff by seniority as a result of reduced production requirements provided that the work he will be performing during the layoff period is related to maintenance.

The company reserves the right to terminate, extend or change this assignment to a full time position at their discretion.

Any modifications to this arrangement will be discussed with the union prior to any changes being implemented.

March 27, 2013

**EMPLOYEE SENIORITY LIST**

**CAVAN PLANT**

**NAME** \_\_\_\_\_ **SENIORITY DATE**

**\*\* Note: The previous Land O'Lakes service credits for these individual is recoanized for vacation purposes only.**