

COLLECTIVE AGREEMENT

BETWEEN

RECEIVED
CARGILL CANADA (2005) G.P.
(Hereinafter referred to as "The Employer")

JUL 20 2007
AND

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



JANUARY 1, 2006 - DECEMBER 31, 2008

12392(03)

Name

Address

Phone

Member ID

Work Address

Work Phone

Union Steward

Phone

**United Food & Commercial Workers
Locals 175 & 633 UFCW Canada
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Revised March 2005



LETTER FROM THE PRESIDENT LOCAL 175 UFCW CANADA

Dear Fellow Members:

I wish to welcome new members to Locals 175 & 633 of the United Food and Commercial Workers Union, and to thank long standing members for their continued support and assistance over the years.

I hope you will all read this contract and become aware of your rights and privileges as union members. It is an important document. It identifies and guarantees your income, benefits and job security while you work for your current employer. Like an insurance policy, a warranty for a new car, or the deed to your home, if you are not aware of the agreement you entered into, you may not benefit from it.

As a union member with a contract, you have the freedom to plan for the future. You will know what your income will be in advance. Your rights and benefits are written down and cannot be revoked, and your job security is a primary element. Non-union workers do not have this protection. Their wages and benefits may be cut at any time, as may their jobs.

Become familiar with your contract. If unsure about an item or if you think your concern is not covered, speak to your Union Steward. He or she is a co-worker trained by the Union to help you with concerns and grievances in the workplace. If the problem cannot be settled by the Steward, a full-time Union Representative can be contacted at any time to assist you.

In addition to the Stewards in the workplace and the Union Representatives who support them, we also have a team of professionals who provide support.

We should all be proud of our Unions achievements. We have proven many times that employers can treat their workers fairly and still run their business efficiently.

In the United Food and Commercial Workers Union, we are committed to job security in an ever changing social environment. Only your Union can be relied upon to protect your rights.

Your union offers you representation before the Workers Safety Insurance Board. If you are injured on the job, our trained staff will support you and help you in any way they can.

Non-Union workers are at the mercy of their employer. This is one reason our Local Union continues to grow.

Our organizing team works around the clock to help bring other workers into our union. If you know of someone who works in a non-union environment, do them a favour and give our organizers a call.

We also believe in the education of our members and their children. Lack of economic resources should not be a hindrance to further education. In this regard, the UFCW offers a number of scholarships at the local, national and international level. They are for your benefit as Union members.

In addition, your Union works to keep you up-to-date about legislation concerning your working rights.

Your Local Union represents some 50,000 members across Ontario. As we continue to grow, we have moved to keep up with the growth in areas of servicing and all-round members' support. Included in this booklet is a list of Union representatives and other representatives there to support you, the member.

Only by all of us working together can we keep what we have gained over years of hard negotiations and obtain what is rightfully ours in the future. Our labour may be the only commodity we have to sell. Let **us** not sell it cheaply.

Please feel free to contact me at any time with questions or concerns about the Union. This is your Union. **You** put the 'U' in our Union.

In Solidarity,
Wayne Hanley, President,
Local 175 UFCW **CANADA.**

OFFICERS



Wayne Hanley
President



Jerry Clifford
Secretary-Treasurer



Betty Pardy
Recorder



Shawn Haggerty
Executive Assistant



Jim Hastings
Executive Assistant



Teresa Magee
Executive Assistant

As the elected officers of Local 175, it is our job to ensure the smooth running and day-to-day operations of your Local Union. We represent more than 50,000 members across Ontario, of whom approximately 25,000 are retail workers. Others work in a wide variety of units, including nursing homes, funeral homes, hotels, processing plants, and manufacturing plants. This requires versatility, knowledge and tireless effort. To accomplish this job, we are supported by your Union Stewards, Union Representatives, Benefits Representatives, Staff Lawyers and Communications Representatives. If we are not available or cannot answer a given question, we have the resources to find out. Remember, we are here to serve you.

UNITED FOOD & COMMERCIAL WORKERS

The United Food and Commercial Workers is one of the largest and most respected unions. **You** are one of more than 230,000 members in Canada and **1.4-million** members in North America.

The UFCW is the result of a merger between two of the oldest and most respected unions in North America: the Amalgamated Meat Cutters and Butcher Workmen of North America and the Retail Clerks International Union. This merger took place on June 6, 1979. The UFCW represents workers in nearly all aspects of Canadian life which is mirrored in the makeup of Locals 175 & 633.

LOCALS 175 & 633 UFCW CANADA

Your local union, with more than 50,000 members, is the largest UFCW local union, and the largest local union of any union in Canada.

This Local has the expertise, financial stability and resources to provide you, the member, with the best negotiating team, the best legal assistance, and the best all around service of any union in the country.

LOCALS 175 & 633 EXECUTIVE BOARD

LOCAL 175 EXECUTIVE BOARD:

PRESIDENT

Wayne Hanley, Oakville

SECRETARY-TREASURER

Jerry Clifford, Cumberland Beach

RECORDER

Betty Pardy, London

VICE-PRESIDENTS

Rick Alagierski, Mississauga

Jeff Aldworth, Brighton

Bryan Braithwaite, Chatham

Georgina Broeckel, Arthur

Sam Caefano, Toronto

Barbara Carr, Thunder Bay

Bruce Dosman, Hanover

William Foley, Burlington

David Fox, Napanee

Steve Garland, Kitchener

Virginia Haggith, Oakland

Jim Hough, Burlington

Garry Kelly, Lindsay

Tim Kelly, Stratford

Carolyn Levesque, Windsor

Nancy Melcore, Brampton

James Montgomery, Welland

Tony Morello, Angus

Kevin Neville, Lunenburg

Pal Newell, Port Hope

Toni Pettitt, Hawkestone

Marc Praill, Harrow

Fitzroy Reid, Toronto

Tim Ryan, Thunder Bay

Scott Saunders, Woodville

Don Schmidt, Walkerton

Dale Simon, Thunder Bay

Andy Spruyt, Fonthill

June Towler, Bradford

Patricia Tweedie, Niagara Falls

Karen Vaughn, Picton

Chris Watson, Arthur

Coreena Zurkan, Kenora

LOCAL 633 EXECUTIVE BOARD

PRESIDENT

Dan Bondy, Amherstburg

SECRETARY-TREASURER

Marylou Mallett, Arthur

RECORDER

Neil Hotchkiss, Amherstburg

VICE-PRESIDENT:

Brad Kozlowski, Thunder Bay

Peter Small, Etobicoke

Brad Wigle, Windsor

What You Get For Your Union Dues

- Higher than average wages and benefits. According to recent government statistics, unionized workers make, on average, 38% more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- Job Security. Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- Grievance Procedure. Even the smallest contract rights are vitally important to your Union. Did you deserve a promotion and not get it? Are non-bargaining unit people doing your work? Were your bumping rights ignored? Is your sick pay late in coming? Have you been unfairly disciplined for a very minor mistake? The Grievance Procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you.
- Problems with the Workplace Safety and Insurance Act or Employment Insurance? The Union employs experts in cutting red tape and representing you to government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and out in the cold in these matters. They can only turn to expensive lawyers for help.
- Pensions, Dental Insurance, Sick Pay, Disability Insurance, etc. Compare your benefits package with those of non-union friends and family. Should they be unable to work because of sickness or accident, would they trade their insurance protection for yours? **You** bet they would!

Add up what you paid in Union Dues last year (don't forget that they are tax-deductible). Compare that amount with what you spent on such things as hobbies, cigarettes, beer, movies, cable television or "impulse" gifts.

WHAT IS A UNION STEWARD?

A Union Steward is an elected front-line representative of the United Food and Commercial Workers. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

Bring any suspected violation of this agreement to the attention of the Union Steward as soon as possible, because time limits may be important in winning your grievance. A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all volunteers. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this collective agreement, but only if you are willing to see it through.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you're not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

UNION SCHOLARSHIPS, TRAINING AND EDUCATION

There are a number of scholarships available for Locals 175 & 633 UFCW Canada members, and their children, who are pursuing a Post Secondary education. To find out more about the scholarship program or various courses listed below, please contact the Locals 175 & 633 Training Centre, at (905) 564-2500 or 1-800-728-8902 or visit the web site: www.ufcw175.com.

Locals 175 & 633 are also aware of the need for training and education in the workplace resulting from technological change, corporate restructuring and the abandonment by governments of the training and education of the workforce.

To address that need Locals 175 & 633 offer the most advanced and accessible Membership Training and Education programs in Canada. Members can choose from a variety of free educational opportunities including: Computer training delivered from our training centres or over the Internet; English as a Second Language (ESL); Skills Upgrading or Ontario Secondary School Diploma credits delivered in conjunction with local school boards; and other courses such as CPR and First Aid. Call the Training Centre or visit our Web site for current offerings.

We are also committed to ensuring our stewards are equipped with the knowledge they need to face their employers and offer an extensive list of 20 plus courses, from introductory to advanced, including Stewardship, Collective Bargaining; Union Organizing; Health and Safety.

We were the first Union in Canada to use Mobile Computer Training Labs to bring computer courses to our members in their own local communities. These Labs complement our Training and Education Centres in Mississauga and Hamilton.

In addition, twice a year the Locals offer fully-paid stewards and members' scholarship programs which are conducted at the Locals' Training & Education Centre in Mississauga. Thirty scholarships are awarded annually to stewards province-wide to attend a weeklong, in-depth training and education seminar. The theme of the week is "Labour's History: Past, Present and Future" to ensure that stewards are well-informed and educated to be representatives of our Union in their workplaces. Nine hours of hands-on computer training is included. Another thirty members' scholarships are awarded for an introductory weeklong computer training course.

We are a Union that is highly committed to making education and advancement a reality for our members.

WORKPLACE SAFETY AND INSURANCE ACT "W.S.I.A"
Formerly
WORKERS COMPENSATION ACT

The Workplace Safety and Insurance Act, "W.S.I.A.", formerly, Workers Compensation Act or "W.C.B." is an insurance program to protect workers against loss of **income** due to job-related disabilities. Here are answers to the most commonly asked questions:

1. HOW DOES THE WORKER REPORT AN ACCIDENT?

If an accident occurs at work, section 22 (1) of The Act requires a worker to file a claim as soon as possible after the accident that gives rise to the claim, but in no case shall he or she file a claim more than six months after the accident or, in the case of an occupational disease, after the worker learns that he or she suffers from the disease.

2. IS THERE AN EXTENSION OF TIME?

The Board may permit a claim to be filed after the six month period expires if, in the opinion of the Board it is just to do so.

3. WHAT FORMS MUST BE COMPLETED TO RECEIVE BENEFITS?

Section 22 (4)... A claim must be on a form approved by the Board and must be accompanied by such information and documents as the Board may require.

4. WHAT CONSENT OF DISCLOSURE IS REQUIRED?

Section 22 (5)... When filing a claim, a worker must consent to the disclosure to his or her employer of information provided by a health professional under subsection 37(e) concerning the worker's functional abilities. The disclosure is for the sole purpose of facilitating the worker's return to work.

5. FAILURE TO FILE?

Section 22 (6)... If the claimant does not file the claim with the Board in accordance with this section or does not give the consent required by sub-section (5) no benefits shall be provided under the insurance plan unless the Board, in its opinion, decides that it is just to do so.

6. NOTICE TO EMPLOYER?

Section 22 (7)... The claimant shall give a copy of his or her claim to the worker's employer at the time the claim is given to the board.

7. NOTICE OF MATERIAL CHANGE IN CIRCUMSTANCES?

Section 23 (3)... A person receiving benefits under the insurance

plan or who may be entitled to do so shall notify the Board of a material change in circumstances in connection with the entitlement within 10 days after the material change occurs.

8. WAGES FOR DAY OF ACCIDENT?

Section 24 (1.) The employer shall pay a worker who is entitled to benefits under the insurance plan his or her wages and employment benefits for the day of the injury as if the accident had not occurred.

9. EMPLOYMENT BENEFITS?

Section 25 (1)... Throughout the first year after a worker is injured, the employer shall make contributions for employment benefits in respect to the worker when the worker is absent from work because of the injury. However, the contributions are required only if:

- (a) the employer was making contributions for employment benefits in respect to the worker when the injury occurred and
- (b) the worker continues to pay his or her contributions if any, for the employment benefits while the worker is absent from work.

10. DUTY TO CO-OPERATE IN RETURN TO WORK?

Section 40 (1.) The employer of an injured worker shall co-operate in the early and safe return to work of the worker by:

- (a) contacting the worker as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment
- (b) attempting to provide suitable employment that is available and consistent with the worker's functional abilities and that, when possible, restores the worker's pre-injury earnings
- (c) giving the Board such information as the Board may request concerning the worker's return to work and
- (d) doing such other things as may be prescribed.

WORKERS DUTY?

Section 40 (2)... The worker shall co-operate in his or her early and safe return to work by:

- (a) contacting his or her employer as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment
- (b) assisting the employer, as may be required or requested, to identify suitable employment that is available and consistent with the

worker's functional abilities and that, when possible, restores his or her pre-injury earnings

- (c) giving the Board such information as the Board may request concerning the worker's return to work and
- (d) doing such other things as may be prescribed.

11. NOTICE OF DISPUTE?

Section 40 (6)... The employer or the worker shall notify the Board of any difficulty or dispute concerning their co-operation with each other in the worker's early and safe return to work.

12. OBLIGATION TO RE-EMPLOY?

Section 41 (1)... The employer of a worker who has been unable to work as a result of an injury and who, on the date of the injury, had been employed continuously for at least one year by the employer shall offer to re-employ the worker in accordance with this section.

Section 41 (4) When the worker is medically able to perform the essential duties of his or her pre-injury employment, the employer shall:

- (a) offer to re-employ the worker in the position that the worker held on the date of injury, or
- (b) offer to provide the worker with alternative employment of a nature and at earnings comparable to the worker's employment on the date of injury

TIME LIMITS

- 1 A 30 day time limit on appealing a Board decision about return to work or a labour market re-entry plan made on or after January 1, 1998.
- 2 A six month time limit on appealing any other Board decision made on or after January 1, 1998.
- 3 A six month time limit on filing a claim.

The changes to the new act are significant and have reduced or limited entitlement for injured workers. However, you should never let management talk you out of filing a claim, it is your right. In fact it is a violation for an employer to refuse to submit a claim.

Your local union has a benefit department that will answer any questions you may have in regard to filing or appealing a W.S.I.B. claim. Contact your union office.

EMPLOYMENT INSURANCE (formerly UNEMPLOYMENT INSURANCE)

On June 30, 1996 the Employment Insurance Act came into effect. Additional changes became effective January 1, 1997 and December 31st 2000. The new system reflects a fundamental restructuring of the old Unemployment Insurance System.

“Where to Apply?”

Apply at the local Human Resource Centre of Canada. Check the telephone directory under Human Resources Development Canada or Canada Employment Centre for the office nearest you.

Regular Benefits:

You can receive regular benefits if you lost your job and you can't find work, provided that you meet these requirements:

- you have been without work and without pay for at least seven consecutive days;
- you have paid into the EI account;
- you have worked the required minimum number of hours in the last 52 weeks; the number of hours of work needed, may range from 420-700 hours depending on the unemployment rate in your region.
- there are two exceptions: if this is your first job ever, or your first job after coming back into the workforce after an absence of two years or more, you will need a minimum of 910 hours of work to qualify regardless of the local unemployment rate.

In most cases you will receive 55% of your insured earnings to a maximum of \$413 per week. Claimants who are in a low income family (an income of less than \$25,921) with children and receive the Child Tax Benefit will receive a Family Supplement based on your Child Tax Benefit. Your benefit rate can be increased to a maximum of 65% but not greater than the maximum benefit rate of \$413 (2001).

Claimants can collect benefits between 14 and 45 weeks depending on the unemployment rate in their region, and the number of hours they have worked in the last 52 weeks.

How to Calculate the Benefit Amount?

The benefit rate is based on your average insured earnings in the last 26 weeks of work. Your insured earnings will be averaged over a number of weeks known as a divisor, which is based on the unemployment rate in your region. The divisor is the greater of:

- (a) the number of weeks of insured earnings in the last 26 week period; or
- (b) the number of weeks specified in the divisor table.

If you worked for only the minimum number of weeks required to qualify, or for one week longer than that, then the minimum divisor applies to you.

Intensity Rule:

Any week of regular benefits collected after June 30, 1996 could affect your benefit rate on future claims. Weeks of benefits claimed will stay on your claim history for five (5) years. Working while on a claim can help you to reduce the number of weeks on your claim history. Your claim history is maintained for five years.

Work Credits:

Claimants who work while they receive regular benefits and earn enough to reduce their EI cheques will be able to earn **work credits** to be applied against the intensity rule. The total amount they save the EI system by working while on a claim will be converted into weeks of unpaid benefits. Those weeks will then be credited against the application of the intensity rule for the next claim in the next five years.

Sick Benefits:

Sick benefits are paid for up to 15 weeks, if you have 600 hours of insurable employment in the last 52 weeks or since the start of your last claim. If you get sick after your employment was interrupted for another reason, such as temporary layoff, you may be eligible with less than 600 hours. Medical reports are necessary.

Maternity Benefits:

If your child is born or adopted after December 31st, 2001. You must have worked and paid EI premiums for at least 600 hours in the last 52 weeks, or since the beginning of your last EI claim. You can start collecting maternity benefits up to 8 weeks before you are scheduled to give birth. However, benefits cannot be received later than 17 weeks after the baby is due or born, unless the infant is confined to a hospital.

Parental Benefits:

Parental benefits can be collected for up to 35 weeks by both natural and adoptive parents while they are caring for a newborn or adopted child. Under the new rules a combination of maternity (biological mothers only), parental and sickness benefits can be received up to a combined maximum of 50 weeks in a 52 week period.

Benefits are paid at 55% of your average insured earnings up to a maximum of \$413 per week.

Employment Insurance Compassionate Leave:

As of January 4, 2004, compassionate care benefits may be paid up to a maximum of 6 weeks to a person who has to be absent from work to provide care or support to a gravely ill family member who is at risk of dying within 26 weeks. Unemployed persons on EI can also ask for this type of benefit.

To be eligible for compassionate care benefits you must apply and show that:

- your regular weekly earnings from work have decreased by more than 40%; and
- you have accumulated 600 insured hours in the last 52 weeks or since the start of your last claim. This period is called the qualifying period.

You can receive compassionate care benefits to care for one of the following family members:

- your child or the child of your spouse or common-law partner;
- your wife/husband or common-law partner;

- your *father/mother*;
- your father's *wife/mother's* husband;
- the common-law partner of your *father/mother*.

Common-law partner means a person who has been living in a conjugal relationship with that person for at least a year.

When requesting compassionate care benefits you **must** provide a medical **certificate** as proof that the **ill** family member needs care or **support** and is at risk of dying within 26 weeks.

Discharge or Quit:

No regular benefits are paid to those workers who quit a job without just cause or who are fired for misconduct. You may appeal a disqualification. Contact your Union if you need assistance with your appeal.

FOR MORE INFORMATION

CONTACT

HUMAN RESOURCES DEVELOPMENT CANADA

OR

CANADA EMPLOYMENT CENTRE

SHOULD YOU HAVE A PROBLEM

CALL YOUR

LOCAL UNION REPRESENTATIVE

FOR HELP!

THE OCCUPATIONAL HEALTH & SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

Employer's Duties

Among other things, the employer must:

- Provide information, instruction and training to a worker to protect the health & safety of the worker.
- Acquaint the worker with any **workplace hazard**.
- Appoint a competent person as supervisor.
- Co-operate with and assist the health and safety committee and representative.
- Take every precaution reasonable for the protection of the worker.

Supervisor's Duties

In stores, the Supervisor is normally the Store Manager. He must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that **is** required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and regulations.

Workers' Obligations

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

Workers may not:

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

The Right to Refuse Unsafe Work

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a health and safety representative of the workers (normally the Steward or a member of the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have **reasonable grounds** to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the job if he **so** orders, pending the outcome of such appeal.

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COLLECTIVE AGREEMENT

Between

CARGILL CANADA (2005) G.P.

(Hereinafter referred to as "The Employer")

and

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

(Hereinafter referred to as "The Union")

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 in promoting the efficient and businesslike operation of the Employer's business operations and in achieving the Employer's business objectives.

LE2

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all full-time and part-time employees employed, at Klunski Transport Inc. located in Guelph, save and except for persons, at or above the rank of foreperson, sales, office, clerical staff and students. 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.

ARTICLE 3 UNION SECURITY

- 3.01 The Employer will make it a condition of employment of all new employees hired after the date of the signing of this Agreement that they become Union members from the date of their employment and 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's constitution and 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. Upon signing of a new contract, the Company will make available to the Union the required information using standard business software. The information will include the following:

1. Social **Insurance** Number
2. Employee number if applicable
3. Full name (**Last/First/Initial**)
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. Explanation why Union dues are not deducted
10. Total **dues** deducted
11. Back dues owing
12. Vacation pay breakdown of dues owing
13. Initiation fees deducted
14. Total Initiation **fees** deducted

3.03 The Union agrees that except as provided for in this Agreement, there shall be no Union activity on the premises **of** the Employer during the employees' working hours except by agreement with the Employer.

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 It is the Employer's right to manage and operate its business in the manner in which it deems to be best suited for the efficient and profitable development of its business in all respects so that the Employer has the unfettered authority to make decisions with respect to all issues except where an issue has been specifically dealt with in this Collective Agreement.
- 4.02 It is understood and agreed that the Employer's rights in this Article shall not be exercised in a manner inconsistent with the overall terms of this Collective Agreement.
- 4.03 The Employer shall have the right to terminate for cause without notice or pay in lieu of notice any employee who fails to have a valid and subsisting licence from the Government of Ontario allowing them to drive or work as a mechanic as the case may be, and any employee who is not able to obtain approval from the Company's insurance carrier to allow them to drive a Company vehicle. All drivers and mechanics must be able to comply with all Canadian and U.S.A. Transportation Regulations.

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.
- 5.03 The Company agrees that no truck driver shall be required to cross a legal picket line.

ARTICLE 6 DISCRIMINATION

- 6.01 The Employer recognizes and will not interfere with the right of its employees to become members of the Union and will not discriminate against, interfere with, restrain or coerce employees who are qualified for

membership in ~~the~~ Union or who are members of the Union.

ARTICLE 7 STEWARDS

- 7.01 The Employer acknowledges the right of the Union to elect or appoint Shop Stewards, who shall be employees with at least twelve **(12)** months seniority 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.

ARTICLE 8 HOURS OF WORK AND OVERTIME

- 8.01 The provisions ~~of~~ this Article shall not be construed to be a guarantee of working schedules nor a guarantee or limitation upon the hours ~~of~~ work ~~to~~ be done per day or per week or otherwise.
- 8.02 (a) Employees in ~~Group A~~ (mechanics, shunt drivers, and wash bay employees) will be paid overtime at one and one half (1½) times their straight time hourly rate for time worked in excess of forty-four (44) hours per week or after ten (10) hours per day.

- (b) Employees in Group **B** (tractor and straight truck drivers) will be paid overtime after eleven (11) hours worked per day or fifty (50) hours per week.
- 8.03 There shall be no duplication or pyramiding of overtime with any other premium compensation such as a flat rate payment where no **overtime** shall be paid for work compensated for by a flat rate payment.
- 8.04 Part time Employees
 - (a) A part time employee is defined as a person who works less than twenty-four (**24**) hours per week or less than thirteen hundred (1300) hours per year when paid by the hour. Or someone who works for three (3) days or less per week or one hundred and sixty (160) days or less per year when paid on a mileage basis. A part time employee will be paid at the rate **of 105%** the normal rate of pay. A part time employee will receive no benefits except for WSIB, CPP, UI and Vacation Pay.
 - (b) The Company will hire and train part-time employees to cover overflow and weekend loads, vacation relief as well as relief for hours of service compliance.
 - (c) Full time employees will have priority over part time employees for trip selection.

ARTICLE 9 WAGES

- 9.01 Pay scale grid for Highway Drivers (those who drive more than 180 air miles or who leave the Province of Ontario with the exception in 9.03) (rates are in cents/mile):

Year	1st 90 days	91-180 days	Full Rate
2006	46/mi	48/mi	50/mi
2007	46/mi	48/mi	50/mi
2008	47/mi	49/mi	51/mi

Kilometers to be calculated using PC Miler-Practical routing (zip code) program except as outlined in the Letter of Understanding.

Border crossing - drivers will be paid twenty five dollars (\$25) for in-bound US loads, including Meat inspection and fifteen dollars (\$15) for back hauls.

Drivers will be paid drop rates of twenty-five (\$25) for every drop commencing the second drop.

Drivers will be paid fifty dollars (\$50) to enter in the five (5) boroughs of New York City.

Drivers will be paid fifteen dollars (\$15.00) per hour of waiting time after two (2) hours, full rate after four (4) hours.

All requests for additional pay must **be** accompanied by completed paper work.

9.02 Wage Grid for Mechanics:

Level	1st 90 days	2006	2007	2008
1	17.85	18.85	19.10	19.35
2	19.15	20.15	20.40	20.65
3	20.55	21.55	21.80	22.05
4	22.10	23.10	22.35	23.60
5	23.75	24.75	25.00	25.25

Tool Allowance is \$400. Starting rates **will** increase proportionately with each year.

Level	Description
1	Registered Apprentice with no courses successfully completed
2	Registered Apprentice with the basic level course successfully completed
3	Registered Apprentice with the intermediate level course successfully completed
4	Registered Apprentice with the advanced level course successfully completed
5	Fully licensed mechanic with the 310T Certification of Qualification course successfully completed

9.03 (a) Pay scale grid for Straight Truck Drivers:

Year	1st 90 days	91-180 days	Full Rate
2006	17.50	18.10	18.70
2007	17.75	18.35	18.95
2008	18.00	18.60	19.20

(b) Pay scale grid for Tractor, Shunt and Local Tractor Drivers:

Year	1st 90 days	91-180 days	Full Rate
2006	18.10	18.70	19.30
2007	18.35	18.95	19.55
2008	18.60	19.20	19.80

The hourly rate paid will be determined by the first vehicle driven for the day. If any of the above drivers enters the United States and travels within 30 miles of the border they will continue to be paid by the hour.

9.04 Pay scale grid for Truck Washers:

Year	1st 90 days	91-180 days	Full Rate
2006	13.25	13.60	14.00
2007	13.50	13.85	14.25
2008	13.75	14.10	14.50

The red circled employee's wages will be paid based on the following grid:

Date	Rate
January 1st, 2006	16.40
January 1st, 2007	15.75
January 1st, 2008	15.10
December 31, 2008	14.50

9.05 Pay scale grid for Yard Services:

Year	1st 90 days	91-180 days	Full Rate
2006	14.25	14.60	15.00
2007	14.50	14.85	15.25
2008	14.75	15.10	15.50

**ARTICLE 10 DESIGNATED HOLIDAYS AND VACATION
WITH PAY**

10.01 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. It is agreed that the statutory annual holidays with pay are: New Years Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. Compensation shall be as follows:

Hourly drivers will be paid the following:

1. If an Hourly driver **does** not work **the** statutory holiday they will be paid eight (8) hours pay subject to 10.02 or

2. If an Hourly driver works a statutory holiday the driver will be paid time plus a half for all hours worked plus eight hours (8) or the driver will be paid time plus a half for all hours worked plus save eight hours (8) pay and a day in-lieu of the statutory holiday to be taken later in the year subject to vacation schedule and management approval.

Highway drivers will be paid the following:

1. If a Highway driver does not work the statutory holiday they will be paid eight (8) hours pay subject to 10.02 or
2. If a Highway driver works a statutory holiday the driver will be paid for the trip plus twelve hours (12) with no in-lieu day or driver will be paid for the trip plus save twelve hours (12) and a day in-lieu of the statutory holiday to be taken later in the year subject to vacation schedule and management approval.

Any paid in-lieu holidays must be taken or paid out prior to the end of the calendar year.

If a holiday falls on either a Friday or Monday the drivers who normally work Tuesday to Saturday will generally be given their holiday on Tuesday.

- 10.02 In order to qualify for payment for any **of** the holidays designated in 10.01 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.
- 10.03 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.
- 10.04 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 earnings for that day.
- 10.05 Employees will receive vacations on the following:
- (a) After one **(1)** year of employment as of 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 - 5	years completed	@ 4%
6-10	years completed	@ 6%
11-15	years completed	@ 8%
16	years and up	@ 10%

(e) Vacation Bonus

5 - 9	years	\$25.00 per week
10 -14	years	\$50.00 per week
15 -19	years	\$75.00 per week
20	years or more	\$100.00 per week

10.06 The Employer will post a vacation entitlement list for the purpose of scheduling for all employees on or before October 1st in each year showing each employee's vacation entitlement for the following year. The actual scheduling of vacations shall be arranged with the Employer's management to accommodate the Employer's operations and business. Every effort will be made on the part of both management and the employees to complete the holiday schedule within ninety (90) days of posting.

- 10.07 All vacation to which an employee becomes entitled at the end of each twelve (12) consecutive months of **employment** must be taken by that employee before the conclusion of the next twelve **(12)** months of that employee's employment.
- 10.08 Subject to the Employer's right to schedule vacations where two **(2)** or more employees in any department request the same vacation time, the senior employee shall be preferred.
- 10.09 During the vacation canvassing period employees may only schedule two (2) weeks of vacation entitlement during prime time. **After** all employees have been canvassed, and scheduled for prime time, and if there is any additional suitable vacation time **(see 10.08)**, employees may schedule additional weeks.
- 10.10 The Employer agrees to provide best efforts to allow up to four **(4)** drivers per week to take vacation during prime time.

ARTICLE 11 PERSONAL LEAVES

- 11.01 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 12 BEREAVEMENT LEAVE

12.01 In the case of death of an employee's spouse or children, 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.

12.02 In the case of death of an employee's mother, father, 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.

12.03 In case of death of an employee's stepmother, stepfather, 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 13 SENIORITY

- 13.01 Employees shall be considered probationary for their first three (3) consecutive months of employment. Probationary employees do not have seniority. The Union agrees that the Employer may discipline or discharge a probationary employee, either with or without just cause 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.
- 13.02 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 by lot.
- 13.03 The Employer will furnish the Union with a seniority list of all Union employees currently employed by or with Cargill Canada (2005) G.P. in the transportation division.
- 13.04 The Employer shall prepare a seniority list, effective January 1st and July 1st 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.

13.05 In case of a job posting in the work force the following factors will be considered:

- (a) reliability;
- (b) capability;
- (c) seniority.

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

13.06 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 layoff fails to return to work within ten **(10)** days **after** the Employer's notice of recall is sent by registered mail *or* telegram to the last known address of the person shown on the Employer's records, or if the person within four **(4)** days after such notice of recall is so sent, fails to notify the Employer 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 two (2) consecutive working days without a reason satisfactory to the Employer;
 - (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.
- 13.07 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.
- 13.08 In the event of a lay off, the selection of employees affected thereby shall be based upon the following factors: seniority, skill and ability. Where the skill and ability are equal, then seniority shall govern.
- 13.09 Where as a result of the exercise of the seniority right set out herein, an employee is displaced by someone with more seniority than the displaced employee may only claim the job of the most junior employee actively employed in the workforce.

- 13.10 When a part time employee accepts a full time position, wages and benefits will be determined by the total number of complete days worked. Seniority starts from the day the employee becomes full time.

ARTICLE 14 HEALTH AND SAFETY

- 14.01 The Employer and ~~the~~ Union agree ~~that~~ they mutually desire to maintain required standards of safety and health in the Employer's workplace and garage 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 and garage during the hours of their employment.
- 14.02 The Employer and ~~the~~ Union agree to comply with their respective obligations under the Canada Labour **Code** and any other relevant Acts. The obligations under these Acts shall only be enforced in accordance with the procedures provided for under those Acts.

ARTICLE 15 JURY D U N LEAVE

- 15.01 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, 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 16 BENEFITS

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

- (a) life insurance to a maximum of \$50,000;
- (b) accidental death and dismemberment to a maximum of \$50,000;
- (c) long term disability providing 70% percent of an employee's monthly income to a maximum of \$1,500. The non-evidence maximum of \$1,500. 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. per employee. The Employer agrees to pay the unpaid deductible of chiropractic visits not covered by OHIP. The Employer also agrees to provide three hundred dollars (\$300.00) per year coverage for a Certified Massage Therapist, if referred by a Doctor as of the date of ratification.

- (e) benefits requested as a result of personal auto accidents will ~~not~~ be allowed.

16.02 The short term weekly Indemnity plan will be as follows:

- (a) 1 - 4 - 17 providing for benefits equalling:

- (i) 64% of weekly earnings if less than \$850 will be a maximum of \$440;
- (ii) 60% of weekly earnings if between \$850 and \$999 will be a maximum of \$550;
- (iii) 60% ~~of~~ weekly earnings if over \$1,000 will be a maximum of \$600 all subject to the following:

- (b) the waiting period will be waived in respect to an employee who is hospitalized or undergoes day surgery for treatments which involve an operation that was previously admitted into hospital for a period of 24 hours or greater;
- (c) 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.

- 16.03 The employer will provide a dental plan as shown in the benefit book.

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 year.

The Plan will provide coverage for:

- (i) Orthodontics for reimbursed at 50% to a maximum lifetime benefit of one thousand dollars (\$1000) per family member.
 - (ii) Dentures, replacing old dentures and relining at 60% to a maximum of one thousand (\$1000) lifetime per family member.
 - (iii) Crowns and Bridges at 60% to a maximum of one thousand dollars (\$1000) lifetime per family member.
- 16.04 The Employer will pay **100%** of all premiums of the benefits under Article 16 for permanent employees. Any employee hired after January 1, 2003 **will** pay fifty percent (50%) of the premiums for their first (1st) year of employment after a probationary period of ninety (90) days. The Employer will pay 100% after the 15

month period (one (1) year plus the ninety (90) day probationary period).

- 16.05 The Employer shall arrange for the Insurance Company to notify the employees one week prior to their benefits expiring.
- 16.06 The Employer agrees to pay on behalf of each permanent employee one hundred percent (100%) of the cost of the Employer Health Tax.
- 16.07 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 effected.

16.08 Pension Plan

The Employer will contribute on behalf of New Employees after one (1) year ~~service~~ after their ninety day (90) probationary period (fifteen months) as in the below table.

The calculation for contributions will be based as follows:

Year	2006		2007		2008	
Amount Of	Per	Weekly	Per	Weekly	Per	Weekly
Contribution	hour	Maximum	hour	Maximum	hour	Maximum
	.53	21.00	.55	22.00	.60	24.00

16.09 Vision Care

Upon presentation of a receipt for eye glasses or contact lenses the Company will pay a maximum of five hundred dollars (\$500) per family plus three hundred dollars (\$300) per single in any 2-year period. Family is defined as on the registered TD1 Form. See Letter of Understanding concerning Vision Care. New eye coverage is effective date of ratification.

- 16.10 The Employer agrees that when an insurer carrying on plans referred to in this Article 16 is changed, any new plan thereby established shall provide equivalent or superior coverage to the previous plan.

- 16.11 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.
- 16.12 The Employer will supply every year outer work clothing and uniforms (three (3) long sleeve shirts, three (3) short sleeve shirts, three (3) pairs of pants, plus one hundred and twenty dollars (\$120.00) for boots). The employee will also supply every (2) two years spring jacket/vest/or winter coat.
- 16.13 The Employer shall endeavour at all times to arrange runs on the basis of the stated preference of seniority drivers having due regard to the efficient operation of the Employer's business.

ARTICLE 17 MISCELLANEOUS

- 17.01 Room and board for truck drivers *on* overnight runs must be pre-approved. The Company will supply each driver with a wallet credit card and petty cash float.
- 17.02 Any hourly paid driver will receive a meal allowance of fifteen dollars (\$15.00) after eleven (11) consecutive hours in a day.

- 17.03 The Company will continue the existing procedure of paying garage employees four (4) hours pay for call in.

ARTICLE 18 GRIEVANCE PROCEDURE

- 18.01 The grievance procedure herein provided for are 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.
- 18.02 "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.
- 18.03 The Company shall be under no obligation to consider or process an 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.

18.04 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 10 hereof.

18.05 No employee shall have a grievance until he has discussed his complaint with his 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 18.03

hereof, be presented **to** his departmental supervisor. The employee will have his steward or the Chief Steward, as the case may be, 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.

18.06 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.

18.07 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, nor to adjudicate any matter not

specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 18.05 hereof.

18.08 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.

18.09 The time limits and other procedural requirements set out in this Article 18 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.

18.10 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.

18.11 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 griever at any meeting held pursuant to the grievance procedure.

18.12 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.

Union Policy Grievance Or Company Grievance

18.13 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 18.05. 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 18.13 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 18.05 hereof shall not thereby be bypassed.

ARTICLE 19 DURATION OF THIS AGREEMENT

- 19.01 This Agreement shall become effective on January 1, 2006, and remain in full force and effect thereafter without being reopened for further discussion unless provided for expressly herein, until December 31, 2008.

19.02 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.

SIGNED by the Employer at the City of Guelph, on the day of 21st day of December, 2005.

Lorne Goldstein
Jeff Gordon

Tom deJonge
Darren Whipp

Authorized signing officers of Cargill Canada (2005) G.P.

SIGNED by the Union at the City of Guelph, on the 21st, day of December, 2005.

Pete Thompson
Jackson Rawn

Scott Spears
Angus Locke

An authorized signing officer of United Food and Commercial Workers, Canada, Local 175.

LETTER OF UNDERSTANDING#1

BETWEEN:

CARGILL CANADA (2005) G.P.

-and-

UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175

RE: APPLICATION OF ARTICLE 16.09 - VISION CARE

Single Coverage

Upon proof of purchase an employee will be entitled to be reimbursed up to three hundred dollars (\$300) 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 five hundred dollars (\$500.00) 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.

LETTER OF UNDERSTANDING#2

BETWEEN:

CARGILL CANADA (2005) G.P.

-and-

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

Re: Meetings

The Company and the Union agree that they will have meetings over the course of the contract, these meetings will include any problems with departure times and any payments for new routings that are not to be paid by Practical PC Miler.

The Company and the Union agree that labour-management meetings will be held on a quarterly basis. The topics to discuss would include any future major operational changes such as the garage and policies about uniforms.

It is also agreed that the Company will continue to use the signing board. The board will be completed by June 1st and any changes in positions will be implemented by September 1st of the current year.

LETTER OF UNDERSTANDING#3

BETWEEN:

CARGILL CANADA (2005) G.P.

-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, twenty-five cents (\$.25) 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#4

BETWEEN:

CARGILL CANADA (2005) G.P.

-and-

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

RE: **COMPENSATION FOR SHOWERS**

By April 1, 2003 or earlier, the Company will provide shower facilities between the hours of 5:00 AM and 10:00 PM for those drivers who will be required to work immediately after returning from a trip and not able to return to their place of residence.

if the driver is required to do the same before of 5:00 AM and after 10:00 PM, the Company will reimburse the driver for the cost of a shower taken on the road at a truck rest stop.

LETTER OF UNDERSTANDING#5

BETWEEN:

CARGILL CANADA (2005) G.P.

-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 two hundred dollars (\$200.00) to the UFCW 175 Training & Education Fund and then two hundred (\$200) on each anniversary date of the length of the contract.

LETTER OF UNDERSTANDING #6

BETWEEN:

CARGILL CANADA (2005) G.P.

-and-

UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175

RE: **TIME LIMITS**

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.

LETTER OF UNDERSTANDING #7

BETWEEN:

-and- CARGILL CANADA (2005)G.P.

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

RE: NEGOTIATIONS AND PRINTING COSTS

The Company agrees to pay one half (½) the cost of the printing of the Collective Agreements, and one half (½) of room costs for the negotiations of the Collective Agreement which expires on December 31st, 2005.

LETTER OF UNDERSTANDING#8

BETWEEN:

-and- CARGILL CANADA (2005) G.P.
UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175

RE: Retiring after 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#9

BETWEEN:

-and- CARGILL CANADA (2005) G.P.
UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175

RE: Steven's drivers

Upon ratification of this contract, the Steven's employees will be included in this Collective Agreement under the following conditions:

- " No signing bonus
- " Seniority with Cargill will start on January 1st of 2006
- " The current runs being done by Steven's drivers will not be posted on the signing board until June 2007
- " Effective January 1st 2006, they will receive all the wages and benefits according to the Collective Agreement.

LETTER OF UNDERSTANDING #10

BETWEEN:

CARGILL CANADA (2005) G.P.

-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 will be for the spouse and/or children listed as dependants on the Company's benefits records as of the time of death.

LETTER OF UNDERSTANDING #11

BETWEEN:

CARGILL CANADA (2005) G.P.

-and-

UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175

RE: **PAYROLL DEDUCTIONS**

The Company agrees that payroll deductions for meat sales will not be taken off an employee's benefit cheque. A benefit cheque is defined as payment to reimburse an employee for an out of pocket expense. This letter of Understanding does not apply to payments from Weekly Indemnity or Extended Weekly Indemnity.

LETTER OF UNDERSTANDING #12

BETWEEN:

CARGILL CANADA (2005)G.P.

-and-

UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175

RE: **Bonus Payment Conditions**

It is agreed that the total bonus paid to **all** full time active employees on the signing of this agreement will have the following conditions:

1. The amount **of** this bonus will not be included when vacation payments are calculated.
2. The amount of this bonus will not **be** included for calculation of payments **of** any claims with respect to **WSIB**, Long Term Disability, Short Term Disability and/or Life Insurance.
3. Bonus will be paid to all employees who are working as of date of ratification. Any employees on sick leave or **WSIB** will be paid when they return to active duty. If an employee does not return to active duty during the term of this agreement, he will not receive the bonus.
4. The bonus amount paid to each employee will **be** based on the agreed schedule.

BENEFITS DEPARTMENT



Herb MacDonald
Benefits Co-ordinator



Sherree Backus
Benefits Representative



**Emmanuelle
Lopez-Tambasco**
Benefits Representative



Brenda Simons
Benefit Intake
Representative

COMMUNICATIONS DEPARTMENT



Cheryl Mumford
Communications Representative



Jennifer Tunney
Communications Representative

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TRAINING & EDUCATION CENTRE



Victor Carrouino
Education Director



Georgina Broeckel
Education Staff



Gail Carrozzino
Education Staff



Kelly Provost
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CENTRAL EAST REGION



Luc Lacelle
Director Central East



Jehan Ahamed
Union Representative



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Union Representative



Tim Deelst
Union Representative



Jol DiFalco
Union Representative



Anthony DiMaio
Union Representative



Paul Jokhu
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Linval Dixon
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Rick Hogue
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John DiNardo
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Fernando Reis
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Dan Serbin
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EASTERN REGION



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Director



Simon Baker,
Union Representative



Chris Fuller
Union Representative



Paul Hardwick
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Marilyn Lang,
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Daniel Mercier
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Jacques Niquet
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SOUTH WEST REGION



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Wendy Absolom
Union Representative



Kevin Dowling
Union Representative



Julie Johnston
Union Representative



Angus Locke
Union Representative



Rick Wauhkonen
Union Representative

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SOUTH CENTRAL REGION



Sharon Gall
Director South Central



Judith Burch
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Matt Davenport
Union Representative



Sylvia Groom
Union Representative



Roy Reed
Union Representative

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NORTHERN REGION



Shawn Haggerty
Director



Colby Flank
Union Representative



David Noonan
Union Representative

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