

COLLECTIVE AGREEMENT

BETWEEN

**CARGILL LIMITED
(Transportation)
(Hereinafter referred to as "The Employer")**

AND

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



JANUARY 1, 2009 - NOVEMBER 30, 2012

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Between

CARGILL LIMITED
(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.

ARTICLE 2 RECOGNITION OF UNION

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all full-time and part-time employees employed, at **Cargill Limited** 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. **It is understood this recognition article is for the transportation employees.**

ARTICLE 3 UNION SECURITY

- 3.01 The Employer will make it a condition of employment of all employees 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. The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of email (**remit@ufcw175.com**) or on a computer diskette, as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, **Quattro Pro**, Lotus or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following information as known to the Company.
1. 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. Full time for part time designation
 10. Union dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting.
 11. Total dues deducted.

12. Back dues owed.
 13. Vacation pay breakdown of dues owed.
 14. Initiation fees deducted.
 15. Total initiation fees deducted.
- 3.03 The 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.

- 4.04 The Employer has the right to utilize alternative carriers. If an employee volunteers to work for local runs, they will be given the option to work before an alternative carrier is used.**

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 (a) 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.
- (b) Neither the Employer nor the Union will discriminate against any employee because of race, color, sex, physical disability, age, religious belief, ancestry, place of origin, sexual orientation, or status. Both parties to this agreement agree to abide by the *Ontario Human Rights Code*.

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. **One Steward shall be designated as Chief Steward.** A list of these Stewards shall be supplied to the Employer and any changes that may occur from time to time shall also be supplied.
- 7.02 **The Employer agrees to permit the Union to post notices of meetings and legitimate Union business, but not political matters.**
- 7.03 **The Local 175 Union Representative shall be permitted reasonable access to the Employer premises.**

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.

8.05 The Company 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.

8.06 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. Local drivers may sign up for area runs, based on seniority.

8.07 The Company agrees not to schedule drivers from the home terminal to the destination of deliveries and pickups and back to home terminal within legal amount of hours without having to take a thirty six (36) hour reset. In the event this happens, the employee will have the option to be off duty for forty eight (48) hours upon his return to the home terminal.

8.08 If a local driver's regular start time changes, the dispatch will notify the driver of the change. Drivers will be notified via people net or by the primary contact number the driver has on file.

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):

Date	1st 90 days	91-180 days	Full Rate
1 st Monday after ratification	48/mi	50/mi	52/mi
Jan 3, 2010	48/mi	50/mi	52/mi
Jan 2, 2011	49/mi	51/mi	53/mi
Jan 1, 2012	49/mi	51/mi	53/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 their full rate of pay after four (4) hours.

A driver will be paid his regular rate of pay from the time of breakdown provided the driver takes reasonable steps to remedy the breakdown.

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

9.02 Wage Grid for Mechanics:

Level	1 st 90 Days after ratification	1 st Monday	Jan 3, 2010	Jan 2, 2011	Jan 1, 2012
1	18.85	19.85	20.35	20.85	21.15
2	20.15	21.15	21.65	22.15	22.45
3	21.55	22.55	23.05	23.55	23.85
4	23.10	24.10	24.60	25.10	25.40
5	24.75	25.75	26.25	26.75	27.05

Tool Allowance is \$450. If the entire tool allowance is not spent in a calendar year, then that balance remaining can be carried over for one (1) additional calendar year. The Company agrees to pay for the renewal of licenses for certified Tradesman.

Mechanics on call will receive fifty (50) dollars per week.

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:

Date	1 st 90 Days	91-180 Days	Full Rate
1 st Monday after ratification	18.30	18.90	19.50
Jan 3, 2010	18.60	19.20	19.80
Jan 2, 2011	18.90	19.50	20.10
Jan 1, 2012	19.20	19.80	20.40

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

Date	1 st 90 Days	91-180 Days	Full Rate
1 st Monday after ratification	18.90	19.50	20.10
Jan 3, 2010	19.20	19.80	20.40
Jan 2, 2011	19.50	20.10	20.70
Jan 1, 2012	19.80	20.40	21.00

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:

Date	1 st 90 Days	91-180 Days	Full Rate
1 st Monday after ratification	14.05	14.40	14.80
Jan 3, 2010	14.35	14.70	15.10
Jan 2, 2011	14.65	15.00	15.40
Jan 1, 2012	14.95	15.30	15.70

9.05 Pay scale grid for Yard Services:

Year	1st 90 days	91-180 days	Full Rate
1st Monday			
after ratification	15.05	15.40	15.80
Jan 3, 2010	15.35	15.70	16.10
Jan 2, 2011	15.65	16.00	16.40
Jan 1, 2012	15.95	16.30	16.70

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, Boxing Day, and **one (1) additional floating holiday**. 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, **parents, (step) children, (step) mother, (step) father**, 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 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 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 **six (6)** 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 Limited 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 lay off 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 **two (2) working days** after such notice of recall is so **received**, 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 DUTY 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 **\$1,550**. 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 twenty five** dollars (**\$325.00**) 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.
- (f) **The Employer agrees the benefit will be maintained for one (1) month after the date of layoff or an employee who is laid off, provided the employee is otherwise eligible. Further, the Employer agrees that benefits will be maintained for two (2) years for the employee who is on long term disability.**

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

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

64% of weekly earnings if less than \$850 will be a maximum of **\$450**;

60% of weekly earnings if between \$850 and \$999 will be a maximum of \$550;

60% of weekly earnings if over \$1,000 will be a maximum of \$600 all subject to the following:

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

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

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

The Plan will provide coverage for:

- (i) Orthodontics for reimbursed at 50% to a maximum lifetime benefit of one thousand five hundred dollars (\$1,500) per family member.
- (ii) Dentures, replacing old dentures, denture repair, **rebasing** and relining at 60% to a maximum of one thousand (\$1000) lifetime per family member. The Employer agrees to pay for eight (8) units of periodontal sealing per calendar year.
- (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	2009		2010		2011		2012	
Amount of Contribution	Per Hr.	Wkly Max.	Per Hr.	Wkly Max.	Per Hr.	Wkly Max.	Per Hr.	Wkly Max.
	.63	25.00	.64	25.50	.65	26.00	.68	27.00

16.09 **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. Family is defined as on the registered TD1 Form.

- 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 Mechanics, Shunt Drivers, and Yard Person shall receive one (1) winter coat and pants or insulated coveralls during the term of this collective agreement. Mechanics shall receive six (6) shirts and three (3) pair of pants per year. Drivers shall receive six (6) shirts per year. Mechanics shall receive seven (7) pairs of coveralls per year, as needed. Wash Bay Person, shunt Drivers and Yard Person shall receive three (3) pair of coveralls per year. All employees shall receive a one hundred and fifty dollar (\$150.00) boot allowance per year. This allowance shall be paid the first pay period of January each year.
- 16.13 The Company will pay the cost of the physical, required to renew their license.

16.14 The Company will offer dental and prescription drug benefits according to the benefit book to long term employees who wish to retire at the age of sixty **(60)**. In order to qualify for this coverage, the employee must have both fifteen **(15)** years of service and be at least sixty **(60)** 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 sixty five **(65)**.

16.15 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.

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 griever 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 **Traffic** 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 **or** Chief Steward with the grievor involved and the **Traffic** Manager, together with other representatives of management **within five (5) days** of the presentation of the written grievance to the **Traffic** Manager. The **Traffic** Manager shall give his written reply to the Chief Steward within five (5) days of such meeting.

If the **Traffic** 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 **Traffic** 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 **Transportation Manager** in writing of its desire to appeal the decision of the **Traffic** 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 **Employer** shall deliver its decision in writing to the Chief Steward **and Union Representative** 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 **thirty (30)** 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 **thirty (30)** 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 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.**

18.08 The board of arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of the Agreement, not to

adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 18.05 hereof.

- 18.09 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.
- 18.10 **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.**
- 18.11 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 griever. 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.
- 18.12 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.
- 18.13 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.

- 18.14 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

- 18.15 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.

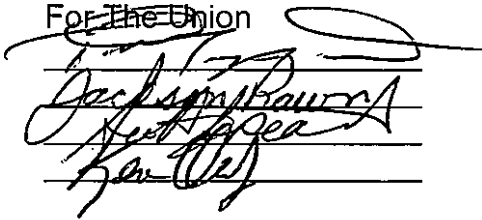
ARTICLE 19 DURATION OF THIS AGREEMENT

19.01 This Agreement shall become effective on **January 1, 2009**, and remain in full force and effect thereafter without being reopened for further discussion unless provided for expressly herein, until **November 30, 2012**.

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.

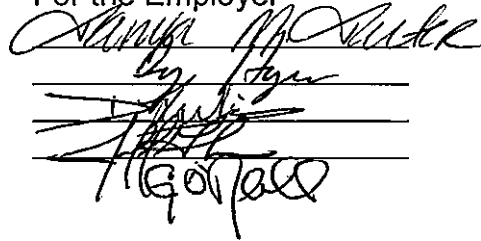
SIGNED by the Employer at the City of Guelph, on the 9 day of Sept., 2009.

For The Union



Handwritten signatures for the Union: *[Signature]*, *Joseph Baur*, *Ken (C)*

For the Employer



Handwritten signatures for the Employer: *[Signature]*, *by [Signature]*, *[Signature]*

LETTER OF UNDERSTANDING #1

BETWEEN:

CARGILL LIMITED

-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#2

BETWEEN:

CARGILL LIMITED
-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 #3

BETWEEN:

CARGILL LIMITED
-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.

The Company will reimburse the driver for the cost of a shower taken on the road at a Truck Rest Stop for every forty eight (48) hours the driver is away from the home terminal.

LETTER OF UNDERSTANDING#4

BETWEEN:

CARGILL LIMITED

-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 **three hundred dollars (\$300.00)** to the UFCW 175 Training & Education Fund and then **three hundred (\$300.00)** on each anniversary date of the length of the contract.

LETTER OF UNDERSTANDING #5

BETWEEN:

CARGILL LIMITED
-and-
UNITED FOOD & COMMERCIAL WORKERS
CANADA. LOCAL 175

RE: **NEGOTIATIONS AND PRINTING COSTS**

The Company agrees to pay one half ($\frac{1}{2}$) the cost of the printing of the Collective Agreements, and one half ($\frac{1}{2}$) of room costs for the negotiations of the Collective Agreement which expires on **November 30, 2012**.

The Company will pay one hundred percent (100%) of the wages of the Negotiating Committee for all negotiations, including conciliation and mediation. The Negotiating Committee will consist of up to three (3) members, including the Chief Steward.

LETTER OF UNDERSTANDING #6

BETWEEN:

CARGILL LIMITED

-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 #7

BETWEEN:

CARGILL LIMITED
-and-
UNITED FOOD & COMMERCIAL WORKERS
CANADA. LOCAL 175

Re: **PAID LUNCHES**

Mechanics, Shunt Drivers, Yard Person and Wash Bay Person shall have their lunch time paid.

LETTER OF UNDERSTANDING#8

BETWEEN:

CARGILL LIMITED
-and-
UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175

RE: DRIVER INCENTIVE BONUS

The Company and the Union shall participate in a roundtable discussion to develop a new driver incentive bonus program, which will replace the current safety bonus program. The maximum amount of eligibility for this bonus shall be one thousand dollars (\$1,000.00).

LETTER OF UNDERSTANDING #9

BETWEEN:

**CARGILL LIMITED
-and-
UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**

Re: COMMUNICATION

The Company and the Union will strive to work together to better communications between the two (2) parties, both home and away from base by meeting at a set time weekly.