

COLLECTIVE AGREEMENT

BETWEEN

The Hamilton Plants of
Bunge Canada
515 Victoria Avenue North
and
400 Burlington Street East
Hamilton, Ontario

hereinafter called "the Company"

AND

United Food and Commercial Workers
Canada, Local 175

hereinafter called "the Union"

Expires November 1, 2028

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ARTICLE 1 - PURPOSE

The general purpose of this Agreement is to provide orderly collective bargaining between the Company and its employees covered by this agreement through the Union, to secure the prompt and fair disposition of grievances, to eliminate interruptions in the Company's operation and to provide fair wages, hours of work and working conditions.

ARTICLE 2 - RECOGNITION

- 2.1 The Company recognizes the Union as the exclusive bargaining agent for all employees of the Hamilton Plants in the City of Hamilton, save and except supervisors, persons above the rank of supervisor, quality control, office and sales staff, persons regularly employed for not more than twenty-four hours per week and students employed during the school vacation period. If part-time employees are required to clean tanks or working on boat unloading, the Company will at all times have the minimum of two (2) regular employees on the same job assignment.
- 2.2 Supervisors shall not do any work normally performed by bargaining unit employees, except in the case of loss of or damage to Company property, training purposes, temporary production interruptions, and relieving for the safety and health of employees, and when relief cannot be obtained.
- 2.3 The Company and the Union support the principles of Employment Equity and agree to work together to identify and eliminate intentional and systemic discrimination in employment policies and practices.

ARTICLE 3 - UNION SECURITY

- 3.1 All employees in the bargaining unit, as defined in Article 2.1 shall sign a check-off authorization form agreed to by the Company and the Union.
- 3.2 The Company agrees to deduct from the wages of employees who authorize it in writing an amount equal to the regular weekly Union Dues as certified by the Union to be currently in effect. Such deductions shall be forwarded to the designated officer of the Local Union by the end of the following calendar month.
In the case of new employees, the deduction of the weekly Union dues will commence in the second pay week.

Up to four times the regular dues shall be deducted in any one check-off where the employee was absent or had insufficient pay in the corresponding number of check-offs immediately preceding.

3.3 The Company agrees to deduct from members of the Union special assignments uniformly levied in accordance with the Constitution and By-laws of the Union, upon written notification from the Union.

3.4 The Company agrees that upon receipt of written authorization in the form of a signed Union Membership Card, it will deduct from the wages of employees joining the Union after ratification of this Agreement, the initiation fee due from them to the Local Union on the first payday of the following calendar month and shall forward the same to the designated officer of the Local Union, by the end of the month in which the deduction was made.

3.5 The remittance statement shall be documented by location containing a dues and initiation report which will be provided electronically 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. Employee number, if applicable
2. Full name (Last, First, Initials)
3. Full address, including City and Postal Code
4. Telephone number (including area code)
5. Date of hire
6. Rate of pay
7. Classification
8. Full-time or part-time designation
9. Union dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting.
10. Total dues deducted
11. Back dues owing
12. Vacation pay breakdown of dues owing
13. Initiation fees deducted

14. Total initiation fees deducted

15. Employee email as known to employer

3.6 The Union agrees to save the company from all and any claims which may arise as a result of such deductions and payment.

3.7 The Company agrees that it shall be a condition of employment that any employee, who at the date of signing of this Agreement was a member of the Union in good standing, shall maintain such membership. Employees hired on or subsequent to the date of the signing of this Agreement shall, as a condition of employment, become members of the Union within thirty (30) days following the date of their employment, and shall thereafter maintain membership in the Union in good standing. The Company shall procure from such new employees the necessary membership application and membership shall be granted within the above-mentioned thirty day period.

For the purpose of this Agreement, employees who are or who become members shall be deemed to maintain their membership in the Union in good standing provided they pay, in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues and special assessments uniformly required of all members of the Local Union.

3.8 The Company and the Union agree not to discriminate against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status and/or disability.

3.9 The Company shall provide the Local Union every six (6) months, with a list of all employees covered by this Agreement, showing names, addresses and postal codes, as currently indicated in the Company records.

3.10 During the life of this Agreement, the Company agrees to permit Union Officers, who are employees of the Company, to put notices of Union meetings or of other matters of interest to Union members, upon bulletin boards customarily used for such purposes provided all such notices are

first approved by the Plant Manager or their designated representative. The Union agrees to refrain from distributing any other notices or publications upon the Company's premises.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

It is understood and agreed that there will be no strike, concerted work stoppage, slow-downs or other such activity which will interfere in any way with the operation of the Company during the term of this Agreement.

It is understood and agreed that there will be no lockout by the company during the term of this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

5.1 The Union recognizes that the Management of the business and the direction of the working force are vested exclusively with the Company and shall remain solely with the Company and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce, from time to time, rules and regulations, policies and practices to be observed by its employees, and to discipline or discharge employees for just cause;
- (b) select, hire, transfer, assign, retire, direct, promote, demote, classify, lay-off or recall employees;
- (c) subject always to the precise terms of this Collective Agreement, determine, in the interest of the efficient operation and highest standard of service, the number of personnel required at any time, the hours of work, starting and quitting times, work assignments, working schedules, methods of doing work, the location of work, the subcontracting of work, the number of shifts, the functions to be performed and the methods, procedures and equipment to be used, job content, quality and quantity standards, the qualifications of our employees to perform any particular job, use of improved methods and equipment;
- (d) have the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment.

5.2 The Company agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement. It is understood that the express provisions of this Agreement constitute the only limitations upon the Company's rights.

5.3 This will confirm our understanding with respect to supervisors working. It is not the Company's intention to have supervisors working on a full-time basis to displace bargaining unit employees. However, it is understood that from time to time it will be necessary for supervisors to perform bargaining unit work in order to facilitate the smooth and efficient operation of the plant.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is generally understood that an employee has no grievance until they first give their immediate supervisor an opportunity to adjust their complaint.

6.2 "Grievance" shall mean a dispute or complaint concerning the interpretation, application, administration or alleged violation of this Agreement.

This definition shall not mean that an employee or the Union is prevented from discussing with the supervisor or other members of Management matters affecting employees, even though such matters may not constitute a grievance.

6.3 The Company agrees to recognize one (1) steward on each shift in the Crushing Operating Area, one (1) steward in the Edible Oils Facility Operating Area, and one (1) steward on the day shift in the Maintenance/Operating Engineers operating areas.

The duties of a steward shall be to assist employees in the presentation of any grievance that properly arises under the provisions of this Agreement.

The Company also agrees to recognize the Unit Chairman of the Local Union, a Chief Steward and a Grievance Committee of not more than three (3) members. In the absence of any of the above, the Union may appoint substitutes.

All officers, stewards, members of the Grievance Committee and substitutes shall be employees with seniority working for the Company.

The Union shall advise the Company, in writing, of the names of the Unit Chairman, Chief Steward, stewards, Committee members and substitutes.

6.4 The procedure for filing grievances shall be as follows:

(a) First Step

- (i) Any employee having a grievance will make known to their immediate supervisor the fact that they have a grievance within three (3) days after the incident giving rise to the grievance become known or should have become known to the employee. The steward may be present for this discussion if the employee so wishes.
- (ii) The immediate supervisor will render their decision within three (3) days from the date of this discussion.

(b) Second Step

- (i) If the employee is dissatisfied with the decision of their immediate supervisor, the grievance shall be presented in writing and shall state the nature of the grievance, if possible the section or sections of the contract alleged to have been violated and the redress sought.
- (ii) This written grievance, signed by the employee and the steward, must be presented to the Department Manager or their designated representative within five (5) days from the date the reply was given in the first step of the grievance procedure.
- (iii) Within five (5) days of receipt of the grievance, the Department Manager or their designated representative will arrange to meet with the Chief Steward and if desired by either party, a steward. The Company will be represented by the Department Manager or their designated representative and, if desired, one (1) other member of Management.
- (iv) Within five (5) days of this meeting the Department Manager or their designated representative shall render their decision.

(c) Third Step

- (i) If the second step answer is not felt to be satisfactory, the grievance may be submitted to the third step within five (5) days of receipt of the second step answer.
- (ii) Within five (5) days, the Plant Manager or their designated representative will arrange to meet with the Grievance Committee. The Company will be represented by the Plant Manager or their designated representative, and up to two (2) other members of Management. The Union will be represented by the Grievance Committee. A full-time representative of the United Food and Commercial Workers Canada will be present at this meeting at the request of either the Company or the Union. A representative from the Corporate Human Resources Department may be present at this meeting at the request of the Company.
- (iii) Within five (5) days of this meeting, the Plant Manager or their designated representative will render their decision.

The Grievor may be present during any of the above steps if desired by the Grievor or by either party.

6.5 Discharge or Suspension. A claim by an employee who has completed their probationary period that they have been suspended or discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Company within five (5) days after the suspension or discharge is affected. Such grievance shall commence at the second step of the grievance procedure.

A Union representative will be present when the employee is suspended, discharged, given written discipline, or attends an investigation meeting likely to result in discipline for the employee interviewed, and provided a Union representative is available in the plant. The Company will notify the Union in writing within one (1) working day if an employee with seniority is discharged or suspended. The parties agree that under no circumstances will the discipline be rendered void as a result of an alleged violation of this provision.

6.6 Policy Grievances. A policy grievance of general application by either the Company or the Union affecting either of the parties directly and arising out of the interpretation or administration of the Collective Agreement, may be submitted at the second step of the grievance procedure. Such grievance must be submitted within five (5) days after the incident giving rise to the grievance became known or should have become known to the grieving party.

6.7 Company Grievances. A grievance by the Company shall be given to the Chief Steward in writing and shall commence at the second step of the grievance procedure. If not settled, the matter may be processed to the third step and to arbitration in the same manner as an employee grievance. Such grievance must be submitted in the same manner as an employee grievance. Such grievance must be submitted within five (5) days after the incident became known or should have become known to the Company.

6.8 Normally, grievance meetings will be held during the day shift, and employees attending in accordance with the provisions of this Agreement, will suffer no loss of pay while attending.

6.9 Time Limits Imposed on Grievances

- (a) Time limits referred to in the grievance procedure and arbitration may be extended by mutual consent.
- (b) Settlement of a grievance in any step of the grievance procedure shall prevent the grievance from being processed further.
- (c) The right of stewards to leave their work, without loss of pay to investigate and process grievances, is granted on the following conditions:
 - (i) such business must be related to an alleged breach of the Collective Agreement. The steward may also discuss other matters affecting employees with supervision.
 - (ii) the time shall be devoted to the prompt handling of grievances.
 - (iii) the steward concerned shall obtain the permission of their supervisor concerned before leaving their work. The

supervisor will grant such permission as promptly as it is possible without interfering unduly with production.

(iv) the Union agrees that there will not normally be duplication of duties or responsibilities of its stewards and officers.

(d) All reference made to number of days or time limits in the different steps of the grievance procedure shall exclude Saturdays, Sundays and holidays recognized in the Agreement and any other days when the company is required to close the plant.

6.10 The Company maintains a policy of progressive discipline. Provided there are no further incidents or occurrences necessitating discipline, levels of discipline will only remain for 12 months, with the exception of discipline for safety violations which will remain for 24 months. All suspensions related to discipline for safety violations of one (1) day or more will remain on the employee's record for a period of 36 months.

6.11 The Chairperson will be notified of all written reprimands and dismissals of Union-represented employees by email not later than two (2) working days from the time of occurrence. The Chairperson will be notified whenever a Union-represented employee quits or retires.

ARTICLE 7 - ARBITRATIONS

7.1 The parties agree that any grievance which has been properly carried through the steps of the grievance procedure outlined in Article 6, and which has not been settled, may be referred to a Board of Arbitration at the written request of either party to this Agreement. Such request for arbitration must be made in writing within thirty (30) days of the reply of the party in receipt of the grievance in the third step of the grievance procedure.

7.2 The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union and a third person to act as Chairman, chosen by the other two members of the board.

7.3 Within ten (10) working days of the notice to submit the grievance to arbitration, each party shall notify the other in writing of the name of its appointee.

- 7.4 Should the person appointed to the Board by the Company, and the person appointed by the Union fail to agree on a third person within ten (10) working days of the notification mentioned in 7.3 above, the Minister of Labour of the Province of Ontario may be asked to appoint a person to act as Chairman.
- 7.5 Notwithstanding the foregoing, the parties may agree to the appointment of a single Arbitrator with the same powers as an Arbitration Board. The single Arbitrator will be chosen by mutual agreement of the parties. If agreement cannot be reached on the appointment of a single Arbitrator within five (5) working days, a Board of Arbitration will be appointed in accordance with the provisions of Article 7.2.
- 7.6 A decision of a majority of an Arbitration Board will be deemed to be a decision of the Board. The decision of a Board of Arbitration or a single Arbitrator will be binding on both parties.
- 7.7 The Board of Arbitration or the Arbitrator shall not have any power to alter or change any provision of this Agreement nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 7.8 For the purpose of Section 48(17) of the Ontario Labour Relations Act, the Company and the Union agree that dismissal is the appropriate penalty for theft. Where a Board of Arbitration or a single Arbitrator is satisfied that theft has been proven, the Union relinquishes its right to request that the penalty imposed by the Company be changed, and the Board of Arbitration or a single Arbitrator shall not have the authority to change the penalty.
- 7.9 Each of the parties to the Agreement will bear the expense of the member of the board appointed by it, and the parties will jointly bear the expense, if any, of the Chairman of the board of Arbitration or single Arbitrator.

ARTICLE 8 - SENIORITY

- 8.1 Subject to the terms and conditions of this Agreement, seniority shall mean length of continuous service in the plant operations area of the Company.

- 8.2
- (a) An employee will be considered to be on probation and will not have seniority standing until they have worked six (6) months. For the purpose of determining the probationary period, each full day of absence from work for any reason will be added to the stipulated six (6) month period with the exception of verifiable personal illness up to five (5) working days, which will not be added to the stipulated six (6) month period. Upon satisfactory completion of the probationary period, an employee will then acquire seniority standing dating from the date they commenced their current period of employment.
 - (b) The Company may at its sole discretion, terminate the employment of an employee at any time during the probationary period, and such termination shall not be subject to the grievance or arbitration procedure of this Agreement.
 - (c) The Company will notify the Union in writing via email, within one (1) working day when an employee is terminated during the probationary period.

8.3 Employees who are laid off and subsequently recalled within the time of the allowable break will be given credit for the seniority they had at the time of lay-off, and will accumulate seniority during the period of lay-off, and will accumulate seniority during the period of lay-off for up to one (1) year.

8.4 An employee shall lose all seniority and service rights and their employment will be terminated for any of the following reasons:

- (a) If the employee quits their employment.
- (b) If the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement.
- (c) If the employee is laid off and fails to return to work within forty-eight (48) hours after being notified by registered or courier mail by the Company at their address on the records of the Company, or fails to advise the Company that they will report within seven (7) calendar days after receiving such notice.
- (d) It shall be the duty of the employee to notify the Company promptly in writing of any change in address or telephone number. If an

employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee and any notice sent by the Company by registered or courier mail to the address which appears on the Company's personnel records shall be deemed to have been received by the employee.

- (e) If the employee is absent due to lay-off for a period of twenty-four (24) consecutive months or for a period of time equal to their seniority, whichever is the lesser.
- (f) If the employee is absent due to disability for a period of thirty-six (36) consecutive months or for a period of time equal to their seniority, whichever is the lesser.
- (g) If the employee is absent from work without permission for three (3) consecutive working days without furnishing an explanation acceptable to the Company.
- (h) If the employee fails to return to work promptly after the expiration of any leave granted to them without furnishing an explanation acceptable to the Company.
- (i) If the employee is retired.

8.5 An employee's reinstatement after sick leave or injury will be conditional on them supplying, when requested, a certificate from a physician stating that they are able to return to their regular job.

8.6 In the event of lay-off, the employee with the greatest seniority will be the last to be laid off, provided the employees remaining can perform the required work satisfactorily in the normal training period of the job up to a maximum of five (5) weeks on the job for which he is being trained, with the exception of the Extraction Operator job where a maximum of eight (8) weeks will be allowed, and the Crush Bleaching\ Refining and EOF Deodorizer jobs where a maximum of six (6) weeks will be allowed.

An employee who is displaced as a result of work shortage/lay-off from their job shall:

1. Displace any junior employee within the Operating Area with the understanding that when displacing an employee in a particular wage classification, it is the junior employee who will be displaced.
2. An employee displaced from an Operating Area will have the right to displace the most junior employee in the bargaining unit.

In each of the above, the employee displacing another employee must be able to perform the job satisfactorily or qualify within the normal training period of the job up to a maximum of five (5) weeks on the job for which the employee is being trained, with the exception of the Extraction Operator job where a maximum of eight (8) weeks will be allowed, and the Crush Bleaching\Refining and EOF Deodorizer jobs where a maximum of six (6) weeks will be allowed.

For the purpose of this Article, Operating Areas are defined as Crushing, Edible Oils Facility, Maintenance, and Operating Engineers.

Conversely, the employee with the greatest seniority will be the first to be recalled, provided he can perform the required work satisfactorily.

The Company will advise the Union when employees with seniority are to be laid off.

Employees with seniority who are laid off will be given an opportunity for any part-time work, provided that such part-time work would be considered as bargaining unit work.

This will confirm our understanding with respect to Students.

Students will not be used for full-time employment when employees with seniority are on lay-off.

8.7 Employees will be given notice of lay-off, or pay in lieu of notice, on the basis of one working days' notice for every completed 6 months' service, but with a minimum notice of four (4) working days and a maximum of seven (7) working days.

8.8 A seniority list showing the seniority date of each employee will be maintained by the Company. This list shall be revised every six (6) months and a copy will be given to the Local Union Unit Chairman and posted on the Plant bulletin boards.

8.9 An employee who is promoted to a position outside the Bargaining Unit for a period of six (6) months and is subsequently returned to the Bargaining Unit shall be credited with the seniority they had prior to the promotion.

Those persons employed in Production and Maintenance Supervision as of November 1, 1986, if later transferred to a job in the Bargaining Unit, shall be given credit for past service accumulated prior to November 1, 1986.

ARTICLE 9 - PROMOTIONS AND VACANCIES

9.1 (a) The company agrees, under normal circumstances, to transfer the successful applicant within sixty (60) days of the successful applicant accepting the bid. Should this not be possible the employer will advise the employee affected and the stewards as soon as possible.

(b) When permanent vacancies occur in the bargaining unit and the Company wishes to fill such job vacancies, the vacancy will be posted on the bulletin board for a period of ten (10) calendar days. Employees with seniority may make written application for such vacancies during the posted period.

(c) The Company will determine the successful candidate to a job posting by considering the skill, experience and ability of the individual to perform the required work satisfactorily. Where these are equal, seniority will govern.

(d) An employee selected on this basis will normally be given an opportunity of fulfilling the duties of the new position during a reasonable trial period to be determined by the Company. For any position that requires 4 weeks or less for training. If the employee fails to meet the requirements for the job at any time during the trial period, or if the employee wishes to relinquish the position at any time during the first 50% of the trial period, they will be returned to their former job. For any position that requires more than 4 weeks for training. If the employee fails to meet the requirements for the job at any time during the trial period, or if the employee wishes to relinquish the position at any time during the first 25% of the trial period, they will be returned to their former job.

- (e) An employee selected on this basis will not be eligible to apply for another job vacancy for a period of 12 months from the date of their acceptance for the job unless transfer to such job would result in a promotion to a higher rated job.
- (f) Where there are no suitable applicants under this Article, the Company shall be free to fill the vacancy at its discretion.
- (g) The Company reserves the right as per Article 5 to revert to the former number of relief operators in the event plant management determines the need for extra relief operators is no longer necessary. It is understood the relief operator positions will operate on a rotating basis as determined by plant management.
- (h) The Company will provide the Union Chairman and the Chief Steward with a copy of the job posting(s), a list of the employees who have bid on the vacancy and a list of the successful candidate(s).

ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.1 Except by agreement with the Unit Chairman or Chief Steward the normal hours of work will not exceed eight (8) hours per shift and forty (40) hours weekly, on five (5) days per week.

10.2 The scheduled starting and quitting times may be altered from time to time as required for the efficient operation or improvement of the business.

Except by mutual consent, employees, excluding relief operators, will be entitled to 48 hours' notice of a schedule change. Except by mutual consent, relief operators will be entitled to 24 hours' notice of a schedule change. If a schedule is changed without sufficient notice, the employee will be paid one and one-half (1½) times their regular rate for all hours worked outside their previous schedule until expiry of the required notice.

It is agreed that any scheduled hours lost as a result of the Company rescheduling hours as detailed above will be included when calculating the "hours worked" as required in Article 10.3, Article 10.8, and Article 10.11 #2.

- 10.3 Overtime will be paid at the rate of one and one-half (1 1/2) times the regular rate for:
- (a) All hours worked in excess of forty (40) scheduled hours per week.
 - (b) All hours worked on a non-scheduled day only if the hours worked that week are in excess of the hours normally worked for that week.
- Note: Hours that employees are absent for any reason shall not be added to hours worked in calculating the hours per week stated in this Article, except for absences due to arbitration, authorized Union business, holidays, authorized vacation, bereavement, jury duty, court subpoena, and weekly indemnity days beyond the three (3) day waiting period.
- 10.4 If by necessity an hourly-rated employee is required to work in excess of 13 continuous hours, they shall be paid double time for such additional hours.
- 10.5 There shall be no accumulating of overtime premiums for the same hours worked, but the highest premium shall apply.
Hours paid at time and one-half (1 1/2) under Article 10.3 (b) and Article 14.2 will not be used to calculate what overtime, if any, is to be paid under Article 10.3 (a). Similarly, hours paid at double time under Article 10.8 (b), Article 14.2 and Article 18.4 will not be used to calculate what overtime, if any, is to be paid under Article 10.3 (a).
- 10.6 Employees shall be allowed a rest period of ten (10) minutes during each completed half shift, provided the working time of the half shift exceeds two and one-half (2 1/2) hours. The scheduling of the rest periods will be determined by management, but it will normally be approximately in the middle of each completed half shift. An employee required to work more than twelve and one-half (12 1/2) hours on a shift shall be entitled to another rest period of ten (10) minutes.
- 10.7 The Company does not guarantee to provide employment or work for normal hours or any other hours, except as set out in Article 14.1.
- 10.8 (a) Employees working their scheduled hours on calendar Sunday at regular rates shall receive a premium equal to one-half (1/2) their

regular rate for all such hours worked on such calendar Sundays. Such premium shall not be considered as part of such employees' basic rates.

(b) Overtime hours, as defined in Article 10.3, worked on calendar Sunday, will be paid at double the regular rate and time and one-half (1½) under Article 10.3 will not apply to such hours.

(c) The company will post a schedule for all required training. Each employee is required to sign and participate in these sessions. Any employee that fails to participate in the offered training sessions and their certification expires, will be considered unable to perform their jobs. Employee will be notified prior to the final training session of any required training they have previously missed.

10.9 The Company may require employees to perform overtime work in excess of their regular scheduled hours.

The Company will endeavour to offer overtime to the employees, who normally perform the required work, as equitably as possible during each calendar year. If at any time it is determined that the distribution of overtime has not been equitable, the necessary correction will be made by offering the next required overtime to the employees who have not been treated equitably, until equitable distribution is achieved.

In the event that general labour overtime is made available to those employees who have signed the overtime book, the appropriate rate to be paid for this work will be that of general labour plus the applicable overtime premium.

10.10 If employees are required to work in excess of two (2) hours after the scheduled quitting time, the Company will provide a meal. If work continues for five (5) hours beyond the first meal allowance, another meal will be provided.

Where the Company does not provide a meal as required above, a meal allowance of fifteen dollars (\$15.00) will be paid to the employees.

10.11 Twelve (12) Hour Shifts

This will confirm our understanding with respect to schedules in excess of eight (8) hours per shift as provided in Article 10 of the Collective Agreement.

Maintenance may be scheduled twelve (12) hours per day in the following circumstances:

- (a) Five (5) days per week during an annual shutdown and startup. Such employees will be paid their regular rate for the first forty (40) hours worked in the week and one and one half (1 1/2) times their regular rate for all hours worked in excess of forty (40) hours worked in addition to any applicable premiums.
- (b) On a single day for a monthly planned shutdown. Such employees will be paid one and one half (1 1/2) times their regular rate for all hours in excess of eight (8) hours in that day.

The Parties have agreed that the Company may establish schedules of twelve (12) hours per shift in the Boiler Room and Production areas, subject to the following:

1. The hours of regular work will be scheduled on the basis of 36 hours in one payroll week and 48 hours in the following week.
2. For purposes of Twelve (12) Hour Shifts, employees will be paid one and one half (1 1/2) times their regular rates for:
 - (a) Hours worked on a non-scheduled day only if the hours worked that week exceed the hours regularly scheduled for that week;
 - (b) Hours worked in excess of 44 hours for the payroll week in which the production employee is scheduled to work 48 hours only if the employee has worked the hours regularly scheduled for that week.

Note: Hours that employees are absent for any reason shall not be added to hours worked in calculating the hours per week stated in this Article, except for absences due to arbitration, authorized Union business, authorized vacation holidays, bereavement, jury duty, court subpoena, and weekly indemnity days beyond the twenty-four (24) hour waiting period.

3. There shall be no accumulating of overtime premiums for the same hours worked, but the highest premium shall apply.

Hours paid at time and one-half (1 1/2) under Section 2 (a) and Article 14.2 will not be used to calculate what overtime, if any, is to be paid under Section 2 (b). Similarly, hours paid at double time under Article 10.8(b), Article 14.2 and Article 18.4 will not be used to calculate what overtime, if any, is to be paid under Section 2 (b).

4. SHIFT PREMIUM

- For all hours worked between the hours of 7 p.m. and 7 a.m., a shift premium of \$1.05 will be paid. Effective October 31, 2027, the shift premium rate will become \$1.10.

5. Weekly vacation pay will be calculated on the basis of:

- 44 hours times regular rate of pay for Operators and Relief Operators working 12 hour shifts;
- 40 hours times the regular rate of pay for all employees working 8 hour shifts.

6. For schedules of twelve hour shifts, the 3 day waiting period under the Sick Pay Plan will be considered to be the equivalent of 24 scheduled hours of work.

Twelve (12) Hour Shifts shall continue to remain in effect provided such schedules meet the requirements of the business or unless either party gives two (2) weeks' notice, in writing, of their desire to terminate the above agreement.

10.12

This is to confirm the presence of a maintenance electrician/ millwright call-in system incorporating the use of a cell phone. When overtime is required at the end of a working day, overtime will be asked of all qualified employees; and if no one accepts, the individual(s) assigned the cell phone(s) for that time will be required to work the overtime. Each employee shall be paid for one (1) hour at their applicable hourly rate per day when carrying a cell phone.

It is understood that all employees new to the Maintenance Department electrician/ millwright must participate in the cell phone program as soon as the Company determines they are qualified to do so.

Once an employee reaches the fifty-seven (57) at their discretion they can request to opt out of carrying the cell-phone; provided there is a minimum

of three (3) electricians and eight (8) Millwrights remaining in the rotation to carry the cell phone.

It is understood the Company can call-in a steamfitter in the event the work required is on steam equipment and exclusive to the scope of the steamfitter trade.

- 10.13 The Company agrees, on a monthly basis, to post the maintenance overtime distribution list in the maintenance department and will furnish a copy of this list to the Unit Chairman of the Local Union. In addition, the Company will furnish to the Unit Chairman a copy of the production overtime distribution list on a monthly basis.

It is understood that in Article 10.9, the parties have agreed on a system to distribute overtime as equitably as possible. If at any time it is determined that the distribution has not been equitable, the Union can request a meeting with the Department Superintendent and the Supervisor involved and a meeting will be held to discuss the circumstances. If this meeting does not resolve the issue to the Union's satisfaction, the Union can request a meeting with the Plant Manager.

10.14 Shift Changes

It is agreed that shift changes will be permitted on the following basis:

There will be no banking of shifts.

Employees requesting shift changes must provide the Supervisor or their designate with at least 72 hours' written notice using the provided shift change application form.

The Company will make every effort to respond to requested shift changes within 24 hours of receiving the request.

It is understood that shift change approval depends on having sufficient trained staff to meet the needs of the business at that point in time including the requested shift change.

It is further understood that shift change approval as intended by this agreement does not allow shift employees to regularly work the same shift.

10.15 Employees shall be paid regularly, weekly on every Friday (12:01 AM) by direct deposit.

ARTICLE 11 - BEREAVEMENT PAY

An employee, who attends the funeral of an immediate relative will receive eight (8) hours' pay at their regular rate for the day of the funeral and for two (2) other days to be taken not later than two (2) days following the day of the funeral. An employee's immediate relatives shall be considered to mean the employee's Spouse, Children, Mother, Father, Mother-in-law, Father-in-law, Brother, Sister, Grandmother, Grandfather and Grandchild, step-parent, foster parent, stepchild, foster child, step-grandparent, step-grandchild, spouse of the employee's child and miscarriage. Bereavement pay will be at the employee's regular rate of pay exclusive of premiums and payment will only be made in respect to absence from work on their regular work days.

In the event of a delayed interment or service an employee may save one of the identified above without loss of pay to attend the interment.

An employee, who attends the funeral of a grandparent-in-law, a sister-in-law, or brother-in-law, will receive eight (8) hours' pay at their regular rate for the day of the funeral. It is understood that this applies to current in-laws only. Bereavement pay will be at the employee's regular rate of pay exclusive of premiums and payment will only be made in respect to absence from work on their regular work days.

When an employee cannot attend the funeral of an immediate relative because of geographical distance, they shall receive eight (8) hours' pay at their regular rate for the day of the funeral. Such payment will be made only in respect to absence from work on their regular work day. For the purpose of this paragraph, an employee's immediate relatives shall be considered to mean an employee's Spouse, Children, Mother, Father, Mother-in-law, Father-in-law, Brother, Sister, Grandmother, Grandfather, Grandmother-in-law, Grandfather-in-law and Grandchild, step-parent, foster parent, step child, foster child, step-grandparent, step-grandchild, spouse of the employee's child and miscarriage.

For those employees scheduled on twelve hour shifts, the following provision will apply:

When an employee who is scheduled on a twelve hour shift attends the funeral of an immediate relative, he shall receive twelve hours' pay at their regular rate for the day of the funeral and for one other twelve hour shift to be taken not later than one day following the day of the funeral, provided that such payments are made only in respect to absence from work on their regular work day. A third day, without pay, may be taken at the employee's option. For the purpose of this provision, an immediate relative shall be one of the following: Spouse, Children, Mother, Father, Sister, Brother, Mother-In-Law, Father-In-Law, Grandmother, Grandfather and Grandchild, step-parent, foster parent, step child, foster child, step-grandparent, step-grandchild, spouse of the employee's child and miscarriage.

In the event of a delayed interment or service an employee may save one of the days identified above with loss of pay to attend the interment or service.

An employee who attends the funeral of a grandparent-in-law, a sister-in-law, or brother-in-law, will receive twelve (12) hours' pay at their regular rate for the day of the funeral. It is understood that this applies to current in-laws only. Bereavement pay will be at the employee's regular rate of pay exclusive of premiums and payment will only be made in respect to absence from work on their regular work days.

When an employee cannot attend the funeral of an immediate relative because of geographical distance, they shall receive 12 hours pay at their regular rate for the day of the funeral. Such payment will be made only in respect to absence from work on their regular work day. For the purpose of this paragraph, an employee's immediate relatives shall be considered to mean an employee's Spouse, Children, Mother, Father, Mother-In-Law, Father-In-Law, Brother, Sister, Grandmother, Grandfather, Grandmother-in law, Grandfather-in-law and Grandchild, step-parent, foster parent, step child, foster child, step-grandparent, step-grandchild, spouse of the employee's child and miscarriage. The Company may require the employee to furnish verification of the date of the funeral.

ARTICLE 12 - APPEARANCE IN COURT

An employee summoned to appear or required to serve jury duty, or one who has been served with a subpoena to appear as a witness will be paid the difference between what they would have earned for their scheduled hours at their regular rate and the court fee received. Employees should notify their foreman as soon as possible after receipt of notice of selection for jury duty or after receipt of the subpoena to appear as a witness. The Company will require the employee to furnish a certificate of service from an officer of the court before making any payment under this section. The employee will come to work during those regular hours that they are not required to attend the court.

ARTICLE 13 - PAY ON DAY OF INJURY

In the event that an employee is injured while working in the plant and is sent home by the Company or by a physician because of that injury, they will be paid for the balance of their shift at this applicable rate of pay unless they receive Workers' Compensation payment for such lost hours.

ARTICLE 14 - REPORTING ALLOWANCE

14.1 The company agrees that, unless notified in advance not to do so, an employee reporting for work at the commencement of their regular shift shall be assigned four (4) hours' work or receive four (4) hours' pay at their regular rate unless failure to supply work is due to conditions beyond the control of the Company.

14.2 An employee, who after leaving the Company premises is called in to work because of a breakdown or an emergency at other than their regular scheduled hours, will be through when the emergency is over. But will be paid a minimum of four (4) hours pay at the applicable rate [minimum one and one-half times (1 1/2x) the regular rate for all hours between 3:30 p.m. and 11:00 p.m. and double time (2x) for all hours worked between 11:00 p.m. and 7:00 a.m.] for time spent on the emergency outside their regular scheduled hours.

The top up, non-working hours, of the call in will be paid at the rate applicable at the time the employee's call in started.

It is agreed that any hours worked between 11:00 P.M. and 7:00 A.M. for a maintenance call-in may be applied to the hours lost to a minimum of four (4) and a maximum of eight (8) hours, for the following regular scheduled work-day as necessary to determine the "hours worked" in Article 10.3 and Article 10.8. It is agreed that a person on call in would be expected to handle additional emergency breakdown repairs during their initial call in. The company will not provide unnecessary "busy work" during the call in.

14.3 Under the cell phone call-in system, employees called in after 11 PM will be allowed 6 hours after punching out and leaving the plant before returning to their day shift schedule. The employee will be allowed to

work a full 8 hours and will be expected to return to their normal start time on the next scheduled day unless additional call ins occur.

ARTICLE 15 - LEAVE OF ABSENCE

15.1 The Company may, at its discretion, grant personal leaves of absence without pay for up to three (3) months. Seniority shall accumulate the first thirty (30) days of such leave of absence. Requests for leave of absence shall be in writing to the Company and if the leave is granted, the employee shall be advised in writing. No leaves of absence will be granted between June 15th and September 15th until such time as the allocation of vacation weeks have been scheduled and it has been determined that such leaves of absence will not unduly interfere with the operations of the business.

15.2 Leaves of absence without pay will be granted by the Company upon written request, up to three (3) employees, elected or appointed to represent the Union at a convention or conference provided:

- (a) the total of such time shall not exceed forty-five (45) days annually;
- (b) a minimum of two (2) calendar weeks' notice is given;
- (c) such leave does not interfere with the efficient operation of the business.

Seniority shall accumulate for the first thirty (30) days of each such leave of absence.

15.3 The company's payments towards all employee benefits will be suspended at the end of the month in which the leave of absence commences. They will be reinstated upon the return of the employee to full-time employment. If the employee wishes continuation of these benefits during such a leave of absence, it will be their responsibility to pay the total cost of these benefits prior to starting the leave of absence.

15.4 In the event that a leave of absence is not used for the purpose for which it was granted, the employee will be subject to dismissal.

ARTICLE 16 - PARENTAL LEAVE

Such leaves as provided for by the Employment Standards Act will be granted to employee in accordance with the Act.

ARTICLE 17 - TEMPORARY TRANSFER

17.1 Subject to the requirements of the business and the qualification of employees to do the required work, employees may be temporarily transferred to other jobs within the bargaining unit.

17.2 When an employee is temporarily transferred to a higher rated job and is performing the entire job for a period of one (1) hour to half of their scheduled shift, they will be paid the rate of the job to which they are transferred for the hours worked on the temporary job. When an employee is temporarily transferred to a higher rated job and is performing the entire job for a period of more than half of their scheduled shift, they will be paid the rate of the job to which they transferred for the full shift. It is understood that employees with the necessary training and experience, who are temporarily assigned to a higher rated job during the annual shutdown, will be paid the higher rate for duties performed, other than cleanup duties. It is further understood that the above only applies when the employee is fully qualified to perform the entire job.

Except as detailed in Article 10.9, 3rd paragraph, when an employee is temporarily transferred to a lower rated job, he will be paid the rate of their regular job. When the temporary transfer to a lower rated job results from staff reduction or lay-offs, or as a result of the employee's request or inability to perform their regular job, they will be paid the rate of the job to which they transferred.

ARTICLE 18 - HOLIDAYS

18.1 Employees will be entitled to the following holidays:

New Year's Day	Boxing Day
Family Day – 3 rd Monday in February	Civic Holiday
Good Friday	Labour Day
Truth and Reconciliation Day	Victoria Day
Thanksgiving Day	Canada Day
Remembrance Day	Christmas Day

For those employees working on rotating shifts, the above listed holidays will be observed the day on which the holiday falls.

For all other employees:

- (a) If any of the above listed holidays fall on a Sunday, the Monday following shall be observed and where Monday is also a holiday, the Tuesday will be observed in lieu of Monday.
- (b) If any of the above listed holidays fall on a Saturday, the Friday preceding shall be observed and where Friday is also a holiday, the Thursday will be observed in lieu of Friday.

18.2 Each employee shall receive their regular straight time hourly rate of pay for eight (8) hours for each of the above-mentioned holidays.

18.3 In order to qualify for holiday pay, the employee must work their last scheduled shift immediately preceding and their first scheduled shift immediately following the holiday, unless the employee received permission from the Company to be absent. Absence with permission from the Company as referred to above will not include absence because of lay-off or leave of absence.

18.4 Where an employee is required to work on an agreed holiday, they shall be paid at the rate of two (2) times their regular hourly rate for all hours so worked, in addition to their holiday pay.

18.5 In the event that one or more of the agreed holidays falls within an employee's vacation, they shall be paid for the holiday in addition to their vacation pay or they may elect to receive a compensating day's holiday with pay.

If the employee elects to receive a compensating day's holiday with pay, it shall be taken at a time to be agreed upon between the company and the employee.

18.6 The Company agrees to pay an employee who would otherwise qualify for holiday pay under Article 18, but who is receiving sick pay or Workers' Compensation, the difference between eight (8) hours' pay at their regular rate and sick pay or Workers' Compensation as the case may be, as long as they continue to receive sick pay or if on compensation, for such period as the employee would have been entitled to receive sick pay had they been sick. Should the agreed holiday be held on a non-scheduled day, the Company will pay the employees eligible for either of the above payments, eight (8) hours' pay at their regular rates.

ARTICLE 19 – VACATIONS

19.1 (a) Employees on the payroll as of January 1st each year will receive vacation time off and vacation pay on the basis of service calculated from January 1 to December 31 as follows:

Employees with less than three (3) years' service, in accordance with the Employment Standards Act of Ontario.

After three (3) years' service	- 3 weeks' vacation
After nine (9) years' service	- 4 weeks' vacation
After eighteen (18) years' service	- 5 weeks' vacation

All Employees who have successfully completed their probationary period will receive one (1) floating personal day per calendar year that must be scheduled and paid per the current vacationing schedule approval process.

Effective January 1, 2028, all Employees who have successfully completed their probationary period, will receive two (2) floating personal days per calendar year that must be scheduled and paid per the current vacationing schedule approval process.

Vacation will be allocated to the year in which the first day of the vacation period falls. For clarity if the first day of the vacation period falls on December 31, 2025, and ends January 6, 2026, the entire vacation period shall be applicable for the 2025 vacation year allocation.

(b) Vacation pay for each week and/or portion thereof shall be computed by multiplying the current regular hourly rate of pay by the number of weekly hours regularly scheduled to a maximum of:

- Operators and Relief Operators working twelve (12) hour shifts: forty four (44) hours
- All other employees forty (40) hours

provided that this amount will be reduced by one fifty-second (1/52nd) for each week of absence, excepting absences which are:

(1) With permission up to thirty (30) days annually;

- (2) Due to sickness up to thirty (30) days annually, or such longer period as an employee may be entitled to receive sick pay under the Company's Sick Pay Plan;
 - (3) Due to compensable accident up to thirty (30) days annually, or such longer period as the employees would have been entitled to sick pay under the company's Sick Pay Plan had they been sick.
- (c) Employees who, after January 1st and prior to the end of the calendar year, reach the service required to entitle them to an additional week of vacation, in accordance with the vacation scale set out in Section (a) above, will become eligible for such additional week of vacation on completion of the required years of service.

19.2 The Company may elect to shut down the plant or portion of it for vacation and all affected employees entitled to vacation and not required to work must take their vacation during the shutdown period.

Employees required to work during the shutdown, or entitled to vacation in excess of the time of the shutdown, shall take their vacation at a time agreed upon between the employee and the Company.

Employees not eligible for vacation may be provided with required work they are able to perform, if it is available. If such work is not available, they will be laid off.

Employees entitled to vacation who have booked their vacation must take their vacation as booked. The Company agrees to consider requests to change booked vacation times that are submitted in writing by the employee at least two weeks in advance of the scheduled vacation and that detail a good and sufficient reason for the change. A copy of the request will be given to the Unit Chairperson. It is further understood the final decision in this matter is reserved to the Company as detailed in Article 19.3.

19.3 The Company will make a sincere effort to grant vacation at times requested by the employees, but the final right to allotment of vacation periods is reserved to the Company so as to ensure the orderly operation of the business. Employees in each department will indicate their

preference for their first two weeks of vacation entitlement in order of seniority. Employees will then indicate their preference for any remaining weeks entitlement, one at a time, in order of seniority.

19.4 The company will allow employees with four (4) or more weeks of vacation to split one (1) week of their vacation into single days if requested and the following criteria are met:

- The employee submits the request with a minimum of 2 weeks notice;
- Employees who regularly work 12 hour shifts may request a maximum of 3 - 12 hour shift days. They will be paid 14.67 hours for each of the days;
- Employees who regularly work 8 hour shifts may request a maximum of 5 – 8 hour shift days. They will be paid 8 hours for each of the days;
- The request for one day of vacation can be for no more than one weekend (Friday, Saturday, Sunday) shift per year;
- if an employee chooses to break up one week of their vacation, this must be the last week booked;
- The shift must be covered;
- Approval will be granted in accordance with vacation policy rules.

ARTICLE 20 - TOOL ALLOWANCES AND LICENCES

20.1 Effective January 1, 2020, Maintenance employees and Boiler Room Operators will be granted a tool allowance up to four hundred and twenty five dollars (**\$425**) in any one year, Crush and Edible Oils Facility Operators will be granted a tool allowance up to one hundred and forty dollars (**\$140**) in any one calendar year, for the replacement of tools required by the Company which are broken or worn out on the job. This allowance may also be used for the purchase of new tools required by the Company to maintain new equipment or to employ new techniques.

New employees in the Maintenance, Crushing, Edible Oils Facility, and Boiler Departments will not be eligible for tool allowance until they have completed six months' service on the job. They shall then be eligible for 1/12th of the annual tool allowance for each full month remaining in the calendar year in which they attain six months' service.

Any unused portion of this allowance remaining at the end of the calendar year but not exceeding the annual tool allowance detailed in the first paragraph, will be carried over into the following calendar year.

- 20.2 The Company shall reimburse employees for the renewal of necessary licences required in the performance of their duties. If an employee has the skills, the Company agrees to pay for a welding ticket, but the number of employees allowed will be at the discretion of the Company.

ARTICLE 21 - CLOTHING AND SAFETY FOOTWEAR

- 21.1 Employees with more than six (6) months seniority, who purchase C.S.A. approved safety footwear through the Company for use on the job, shall receive an allowance of up to \$250.00 in any one year, toward such purchase. In order to qualify for this allowance, worn out boots must be turned into the Company. All maintenance employees are required to wear metatarsal footwear and will receive an allowance up to \$350.00.

- 21.2 The Company will provide uniforms and uniform cleaning service for all employees on the following basis:

Any clothing lost or not returned to the Company upon separation will be paid for by the employee.

ARTICLE 22 - SAFETY AND HEALTH

- 22.1 The Company will make reasonable provision for the safety and health of its employees during the hours of their employment. A Safety Committee consisting of four (4) bargaining unit representatives, one of whom must come from the Edible Oils Facility, designated by the Union and up to four (4) Management representatives designated by the Company will meet monthly, or as otherwise mutually agreed. The function of the Safety Committee will be to advise Management of their recommendations concerning safety and health matters in the plant.

Employees will be paid at their applicable rates for time spent attending meetings of the Safety Committee.

- 22.2 Employees that have successfully obtained training that allows them to train other employees will be paid at time and one-half (1.5) of their regular pay when conducting training. This clause will be limited to training

required by the company. The Company will maintain responsibility for appointing the employees of their choice to attend train the trainer courses. The current training that qualifies is SCBA training, forklift training, first aid/ CPR training, skid steer training, industrial lift vehicle training, front-end loader training and fall from height training. The trainer will be responsible for record keeping including updating the training matrix with two (2) weeks of completing the training. The Company can add or subtract from this list at any time.

ARTICLE 23 - EMPLOYEE BENEFITS

23.1 Life Insurance. Eligible employees will be covered for **\$110,000** Life Insurance over the term of this contract.

In addition to the Basic Life Insurance, eligible full-time employees are covered for an additional **\$110,000** in the event of death by accident. Benefits may also be payable in the event of accidental loss of eyesight or loss of limbs/hands.

All full-time employees will become eligible effective the first of the month coincident with or next following the completion of three (3) months' service.

The Company will pay the full cost of the Group Life Insurance.

23.2 Sick Pay

(a) Effective the first of the month coincident with or next following the completion of six (6) months service, employees will be enrolled in the Sick Pay Plan as a condition of employment.

(b) Subject to a (3) day waiting period, Sick Pay will be paid in the following amounts:

1. Effective November 2, **2025** \$950.58per week.
2. Effective November 1, **2026** \$988.60per week.
3. Effective October 31, **2027** \$1033.09per week.

(c) The service scale for duration of payments is as follows:

6 months to 18 months' service	8 weeks
18 months to 5 years' service	16 weeks

5 years to 7 years' service	26 weeks
7 years to 10 years' service	34 weeks
10 years' service and over	52 weeks

(d) The three (3) day waiting period will be waived in respect to an employee who is hospitalized during the waiting period, due to an illness or accident, from the first day of hospitalization. This also applies to employees who undergo pre-scheduled, non-elective, and verifiable day surgery.

(e) The required premiums will be paid by the Company.

23.3 Extended Health Care. The Company will provide an Extended Health Care Plan. Subject to the terms of the policy, the deductible is \$25.00/\$50.00 and the co-insurance factor 85%/15%.

The Plan will include Vision Care with a maximum of \$100 for an eye exam every two (2) years and **\$375** for glasses or contacts every two (2) years for each insured person. Employees will be eligible for Vision Care after 3 months service.

The Plan will include the cost of hearing aids, up to a \$800.00 lifetime maximum for each person insured, provided the appliance is prescribed by a certified ear specialist (Otolaryngologist).

Employees will become eligible for coverage under the Plan effective the first day of the month coincident with or next following the completion of (6) months service.

The required premiums will be paid by the Company.

23.4 Dental Plan. The Dental Plan shall include two parts. Part One will be basic restorative service, subject to the terms and limitations of our plan. The Company will pay the premiums for part one on the following schedule effective:

Effective date of ratification	
March 1, 2026	2026 O.D.A. Fee Schedule
March 1, 2027	2027 O.D.A. Fee Schedule
March 1, 2028	2028 O.D.A. Fee Schedule

Part One will provide for Minor and Major Services. The maximum benefit for Part One benefits will be \$2,250 per employee and dependent per year.

Part Two will provide for orthodontics under the following terms:

- i) maximum benefit will be \$2,000 per employee and dependent per year.
- ii) benefit percentage will be 50%.
- iii) 50/50 cost sharing between employee and company.
- iv) fee schedule as in part one above.
- v) subject to all limitations and conditions under the existing plan.

23.5 Employer to pay the cost of a doctor's note if requested by the employer.

ARTICLE 24 - WAGES AND CLASSIFICATIONS

1. Appendix 'A' 2nd Class Operating Engineers

- a. Increase by **\$1.50** effective the first pay date following ratification
- b. Increase by a further **\$0.50** effective November 1, 2026
- c. Increase to match millwright effective October 31, 2027

- a. Effective the first pay period following ratification of the Collective Agreement
 - **4.0% increase**
- b. Effective November 1, 2026
 - **3.0% increase**
- c. Effective October 31, 2027
 - **3.0% increase**

In addition to the above, as special wage adjustment will be applied as follows:

- Effective November 1, 2026 an additional **1%** special adjustment will be applied for a **total of 4%**.
- Effective October 31, 2027 an additional **1.5%** special adjustment will be applied for a **total of 4.5%**.

ARTICLE 25 - CONTRACTING OUT

The Company will not contract out work customarily performed by bargaining unit employees on the Company's premises, unless:

- (a) Plant employees are not qualified by reason of lack of skill or ability to do the work required, or
- (b) The necessary tools or equipment are not available at the plant, or
- (c) Such work cannot be completed by plant employees within required time limits, or
- (d) Such subcontracting is based on economic savings consideration.

ARTICLE 26 - PLANT CLOSURE

Should the Company decide to permanently terminate or phase out the present operation and thereby terminate the services of employees, the Company will abide by the provision of the Employment Standards Act except that severance will be one (1) week per year of service with no maximum. When 10 or more employees are affected, those permanently terminated with greater than one year's service shall receive a minimum of 5 weeks' severance pay.

Employees accepting severance under this provision, forfeit all right to recall under the seniority and recall provisions of this agreement.

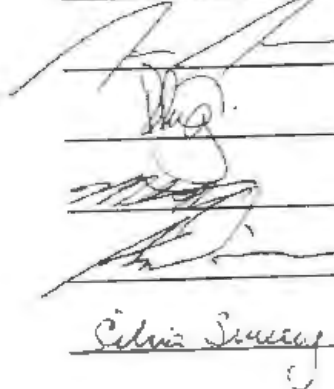
ARTICLE 27 - DURATION

This Agreement shall be in effect from **November 2, 2025, until November 1, 2028**, and from year to year thereafter, unless either party notifies the other party in writing, any time within ninety (90) days prior to the expiration date, of its desire to terminate or amend the Agreement.

Union Representatives



Company Representatives



Celine Senechal

APPENDIX "A"

a) Wage

Classification	Nov-2-25	Nov-1-26	Oct-31-27
General labour/Janitor	31.27	32.52	33.98
Relief Operator I/II/III	37.38	38.88	40.63
Specialist Operator	45.76	47.59	49.73
Operator IV Meal Loadout Operator Receiving Operator	38.68	40.23	42.04
Operator III Soya Prep Operator/ Meal Room/Plant B Prep Operator/ Equipment Person/ Oil Loadout Operator	39.80	41.39	43.25
Operator II Refining/Bleaching Operator EOF Support Operator (non-certified)	40.31	41.92	43.81
Operator I Extraction	41.92	43.60	45.56
Maintenance I Millwright/Steamfitter Fully qualified, with certificate of qualification	49.99	51.99	54.33
Maintenance I Electrician/Industrial Instrument Mechanic Fully qualified, with certificate of qualification	49.99	51.99	54.33
Operating Engineers			
Class III or relief Support Operator/ Control room operator with 3 rd class certificate	43.11	44.83	46.85
Class II 2 nd class certificate	49.04	51.52	54.33
Control Room Op/ EOF Support Operator + 4th Class Operating Engineer's certificate	42.38	44.08	46.06
EOF Support Operator Certificate/EOF Control Room Op*	44.28	46.05	48.12

+ 3rd Class Operating Engineer Certificate

* Relief Control Room/ Support Operator will be paid at Boiler III rate unless working in actual Control Room/ Support Operator role. Those employees currently in these roles as of the 2022 contract ratification will be grandfathered into the EOF Support Operator/ EOF Control Room Op with 3rd class operating engineering certificate rate.

Boat Unloading Premium for Non-Self Unloading Boats - 25¢ per hour

b) Shift Premiums

The Company agrees to pay a shift premium for all regular hours of work performed between:

3 p.m.	to	11 p.m.	- 0.95 ¢
11 p.m.	to	7 a.m.	- \$1.05
7 p.m.	to	7 a.m.	- \$1.05
5:30 p.m.	to	5:30 a.m.	- \$1.05

Effective October 31, 2027

3 p.m.	to	11 p.m.	- \$1.00
11 p.m.	to	7 a.m.	- \$1.10
7 p.m.	to	7 a.m.	- \$1.10
5:30 p.m.	to	5:30 a.m.	- \$1.10

Certificates, as recorded above are defined as Certificates of Qualification in the Province of Ontario as issued by Skilled Trades Ontario (STO).

The Certificates of Qualification recognized by the Company in the Hamilton Maintenance Department are as follows:

- 2nd Class Operating Engineer
- 3rd Class Operating Engineer
- 4th Class Operating Engineer
- 442A Industrial Electrician
- 447A Industrial Instrument Mechanic
- 309D Electrician Construction and Maintenance – Electronic Control
- 309A Electrician Construction and Maintenance
- 433A Industrial Mechanic (Millwright)
- 307A Steamfitter

(c) Job Rate Application

1. Employees shall receive the applicable wage rate provided for in the wage classification for the job or jobs they perform, when they become qualified.
2. Qualified as used above shall be interpreted to mean ability to regularly perform the job without instruction or assistance.
3. When an employee is regularly assigned to more than one job, they will be paid an hourly rate determined by taking into account the actual percentage of time worked on each job.
4. When as a direct result of the introduction of new equipment, a job is discontinued and the incumbent is transferred to a lower rated job, or when the incumbent of a job that is reduced in value following a technological innovation continues on the changed job, their rate shall not be reduced for a period of three (3) years including lay-off, provided that the employee does not decline an opportunity to subsequently transfer to a job rated higher than the job or jobs they are performing.
5. When an employee is transferred to a lower rated job, their rate shall not be reduced for a period of sixteen (16) weeks including lay-off, after which the lower rate shall prevail, except when such transfer is the result of inability to perform the job, health or request, in which case the lower rate shall apply immediately.

Should the employee be returned temporarily to their former regular job during the above period, the number of days so spent on this former regular job shall be added to the above period. however, should the employee be returned temporarily to their former regular job during the above period for three consecutive weeks or more, the above sixteen (16) week period will recommence from the day they again return to a lower rated job.

Appendix B: Offsite Training Pay and Travel Time Pay for Union Employees

1. Purpose

The purpose of this document is to establish guidelines for pay of union hourly paid employees of Bunge Canada (the "Company") when they are required to travel on company business and/or attend training activities coordinated by the Company.

2. Travel During Regular Days

While traveling to attend training, the employee will be paid straight time based on the definitions listed below in point "7".

3. Travel During a Statutory Holiday

In the event an employee has to travel during a Statutory Holiday, the employee will be paid at time and a half for the travel based on the definitions listed below in point "7", plus payment for the Statutory Holiday.

4. Offsite Training Time

Training will be paid at the employee's regular hourly rate and will accrue overtime as per the regular process.

5. Free Time During Training

Free time during training is not paid. Ex. Attending training at an offsite event for five days but only four of the days actually have set training time, the employee will only be paid for the four days and not the fifth day as that is designated as free time.

6. Voluntary Training

Voluntary training time and travel time is not paid.

7. Travel

- a. Travel time is defined as:
 - i. The length of time from the normal location of work to the destination for land travel. When an employee leaves directly from home on a normal working day only the time over and above the normal commute time will count as travel time.
 - ii. When travel is by air; waiting time (the recommended time prior to flight time as defined by the airline plus any flight delay, if applicable), flying time and time to travel from the airport to the hotel will be considered travel time.
 - iii. Time spent actually travelling for a work-related purpose outside normal working hours (such as to assist another Bunge location) is treated as work time (including during non-scheduled working days) and will be paid at the applicable rate. However, time spent not working or travelling is not considered work time.
- b. Time will be paid at the applicable hourly rate.
- c. The standard lunch break for each day is unpaid and not included in the hours worked for that day.
- d. All flights, hotel accommodations and rental cars will be booked by the Company when needed for upcoming events.

8. Commuting

Ordinary travel from home to work and from work to home is not work time and shall not be paid time, nor qualify for overtime pay.

9. Travel Health Insurance

While travelling outside of Canada for Company activities, travel health insurance will be purchased at the same time airlines tickets are purchased through our Travel Provider.

10. Meals

- a. Employees should be prudent in selecting restaurants and incurring expenses for meals.
- b. Employees should opt for meal services provided by the Company (e.g. lunch at a facility canteen) wherever available.
- c. Reasonable individual meal expenses are reimbursable while the employee is on business travel to the maximum of the Government of Canada Directive on Meal Expenses.

PENSION BENEFITS

Effective January 1, 1995, the company will revise the Pension Plan for Hourly-Rated Employees at the Hamilton Plant of Bunge Canada.

This revised Plan will contain the following main provisions:

1. **Eligibility**

Employees shall become members on January 1st, April 1st, July 1st or October 1st coincident with or next following completion of 24 months of service.

Part-time employees are eligible to become members on any January 1, March 1, July 1 or October 1 following the completion of 24 months of service provided they have earned not less than 35% of the YMPE or worked at least 700 hours in each of the two preceding consecutive calendar years.

2. **Contributions**

The members shall contribute required contributions of 3.0% of basic earnings.

The Company will contribute such amounts as are certified by the Actuary as being necessary to meet the cost of benefits arising in respect of each year, and to make provision for the amortization of any going concern unfunded actuarial liabilities and solvency deficiencies with respect to benefits previously accrued to members under the Plan, in accordance with the Pension Benefits Act, after taking into account the assets of the pension fund, contributions of members and all other relevant factors.

3. **Retirement Date**

Normal retirement date under the Plan is the first day of the month coincident with or immediately following your attainment of age 65. If your birthday is on the first day of the month, your normal retirement date is your 65th birthday. If your birthday falls on any other day of the month, your normal retirement date will be the first day of the next month.

If you continue to work for the Company after age 65 you will continue to earn a pension under the Plan and you will continue to make contributions to the Plan. Payment of your pension will begin on your postponed retirement date and take

into account your additional years in the Plan and your additional contributions to the Plan.

4. Retirement Benefits

The monthly pension benefit at normal retirement date will be the total of:

- (a) \$42.50 for each \$100 of required contributions made to the Plan on and after September 1, 1989, divided by 12:
- (b) \$13.00 multiplied by the member's years of Eligible Service prior to January 1, 1992, less any benefit accrued under the Prior Plan in respect of the member's Eligible Service; and
- (c) \$21.00 multiplied by the member's Eligible Service on and after January 1, 1992.
- (d) effective January 1, 2000, \$22.00 multiplied by the member's Eligible Service on and after January 1, 1992.
- (e) effective January 1, 2003, \$23.00 multiplied by the member's Eligible Service on and after January 1, 1992.
- (f) effective January 1, 2004, \$24.00 multiplied by the member's Eligible Service on and after January 1, 1992.
- (g) effective January 1, 2005, \$30.00 multiplied by the member's Eligible Service on and after January 1, 2005.
- (h) effective January 1, 2008, \$31.00 multiplied by the member's Eligible Service on and after January 1, 2008
- (i) effective January 1, 2009, \$32.00 multiplied by the member's Eligible Service on and after January 1, 2009
- (j) effective January 1, 2010, \$33.00 multiplied by the member's Eligible Service on and after January 1, 2010

- (k) effective January 1, 2011, \$34.00 multiplied by the member's Eligible Service on and after January 1, 2011
- (l) effective January 1, 2012, \$35.00 multiplied by the member's Eligible Service on and after January 1, 2012
- (m) effective January 1, 2013, \$36.00 multiplied by the member's Eligible Service on and after January 1, 2013
- (n) effective January 1, 2014, \$37.00 multiplied by the member's Eligible Service on and after January 1, 2014
- (o) effective January 1, 2015, \$38.00 multiplied by the member's Eligible Service on and after January 1, 2015
- (p) effective January 1, 2016, \$39.00 multiplied by the member's Eligible Service on and after January 1, 2016
- (q) effective January 1, 2017, \$40.00 multiplied by the member's Eligible service on and after January 1, 2017
- (r) effective January 1, 2018, \$41.00 multiplied by the member's Eligible service on and after January 1, 2018.
- (s) effective January 1, 2019, \$42.00 multiplied by the member's Eligible service on and after January 1, 2019
- (t) effective January 1, 2020 \$43.00 multiplied by the member's Eligible service on and after January 1, 2020
- (u) effective January 1, 2021 \$44.00 multiplied by the member's Eligible service on and after January 1, 2021
- (v) effective January 1, 2022 \$45.00 multiplied by the member's Eligible service on and after January 1, 2022
- (w) effective January 1, 2023 \$46.00 multiplied by the member's Eligible service on and after January 1, 2023

- (x) effective January 1, 2024 \$47.00 multiplied by the member's Eligible service on and after January 1, 2024
- (y) effective January 1, 2025 \$48.00 multiplied by the member's Eligible service on and after January 1, 2025
- (z) effective January 1, 2026 \$49.00 multiplied by the member's Eligible service on and after January 1, 2026
- (aa) effective January 1, 2027 \$50.00 multiplied by the member's Eligible service on and after January 1, 2027
- (bb) effective January 1, 2028 \$51.00 multiplied by the member's Eligible service on and after January 1, 2028

Eligible Service is defined as the member's seniority accumulated prior to the member's retirement. Seniority for purposes of this definition is seniority under the Collective Agreement.

Upon early retirement, the pension benefit shall be calculated as above, to the date of actual retirement, reduced by 1/2% per month prior to age 60.

The pension as calculated above is payable for life with a minimum term of 5 years. However, other types of pension may be selected by the member prior to retirement.

It is understood and agreed between the Company and the Union that the pension benefit or liability payable, if any, for any prior service beyond the 30 year period will be limited to \$1.60 multiplied by the member's prior eligible service beyond the 30 year period.

5. Death in Employment

The benefit payable on death prior to retirement under the Plan is as follows:

For Employees with less than 2 years of Service as a Member

A refund of the member's contributions with interest will be paid to the member's beneficiary.

For Employees with More than 2 Years of Service as a Member

A lump sum equal to the commuted value of the member's full earned pension at the date of death will be paid to the member's spouse, or if the member is not survived by a spouse, the member's beneficiary.

For Employees with 15 or More Years of Service

If such an employee has a surviving spouse, a pension will be paid to the employee's surviving spouse equal to 50% of the employee's full earned pension as at the date of death, payable for the lifetime of the surviving spouse commencing on the first day of the month coincident with or next following the date of death.

6. Termination of Employment

A member whose employment is terminated prior to the completion of 2 years of service as a member of the Plan will receive a refund of contributions with interest.

A member whose employment is terminated after the completion of 2 years of service as a member of the plan will receive a deferred pension payable at normal retirement date calculated in accordance with Section 4 above.

In lieu of the pension benefit above, a member may transfer the commuted value of the pension to a "locked-in" Registered Retirement Savings Plan, or to another Registered Pension Plan.

7. Effective December 31, 2019, this Defined Benefit Pension will be closed to new entrants. Any Hamilton Plant employees on the seniority list as of December 31, 2019 will become members of the Defined Benefit Pension.

Effective January 1, 2020 all new hires at the Hamilton Plant of Bunge Canada will become members of the Bunge Canada Defined Contribution Pension Plan following a one year waiting period. The Company shall contribute to the Plan three (3%) percent of annual pensionable earnings of qualifying employees with seniority.

The Defined Contribution Benefit plan is comprised of two (2) components. The first component is a non-contributory employer paid registered pension

plan. The second component is a Group Registered Retirement Savings Plan (GRRSP) to which Bunge will contribute an amount equal to 50 percent of employee contributions to a maximum of three (3%) percent. Details of this plan are in the Plan Booklet.

MEMORANDUM OF AGREEMENT
- PAY EQUITY PLAN -

Between

BUNGE CANADA

And

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

Pay Equity Plan

The Company and Union agree that the status of the Pay Equity Plan now in effect is current and that the Bunge Hamilton Plant pay equity practices are consistent with the Pay Equity Act.

Signed this 16 day of October, 2025.

UNITED FOOD & COMMERCIAL
WORKERS CANADA, LOCAL 175

BUNGE CANADA

MEMORANDUM OF AGREEMENT
- FUTURE NEGOTIATIONS -

Between

BUNGE CANADA

And

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175


The Union and the Company agree of the following for the future contracts negotiations:

1. The Company shall pay 50% of the wages of the Negotiating Committee for all negotiations, including conciliation, and mediation and will bill the Union accordingly.
2. The Company shall pay the cost of the meeting rooms for all negotiations including conciliation and mediation
3. The Company shall pay the costs of printing the Collective Agreements.

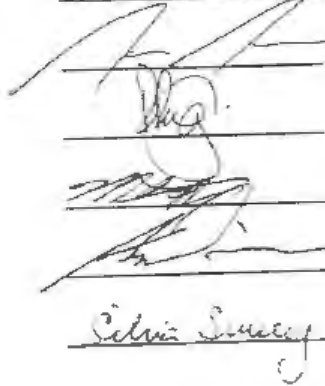
The company shall recognize a negotiating committee of not more than (4) employees. The Union shall have the right to appoint or elect a negotiating committee consisting of the Plant Chairperson, Chief Steward and two other employees. Should a steward from EOF and/or Maintenance not be in either of the positions above they will be given preference before any election/appointment shall be held.

All the above is hereby agreed as of October 28, 2025

Union Representatives


Four handwritten signatures are listed vertically, each on a horizontal line. The signatures are in cursive and appear to be: 1. A signature starting with 'R', 2. A signature starting with 'C', 3. A signature starting with 'N', and 4. A signature starting with 'J'.

Company Representatives


Four handwritten signatures are listed vertically, each on a horizontal line. The signatures are in cursive and appear to be: 1. A signature starting with 'A', 2. A signature starting with 'M', 3. A signature starting with 'M', and 4. A signature starting with 'C' followed by 'S'.

MEMORANDUM OF SETTLEMENT

(Renewal Agreement)

BETWEEN: THE HAMILTON PLANTS OF BUNGE CANADA

Hereinafter referred to as "the Company"

And


UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL
175


Hereinafter referred to as "the Union"

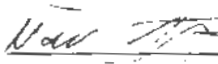
1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from NOVEMBER 2, 2025 TO NOVEMBER 1, 2028.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired and the following amendments incorporated.
 - (i) All matters previously settled and agree to by the parties prior to the date of this Memorandum of Settlement
 - (ii) All matters agree to and attached hereto.


All the above is hereby agreed as of October 28, 2025

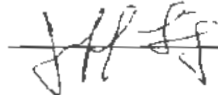
Union Representatives











Company Representatives

