

BUNGE CANADA

FROM: April 1, 2020
TO: March 31, 2023

President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is stylized with a long horizontal line extending to the right.

Jeff Traeger,
President UFCW Local 832



BUNGE

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EXPIRY: MARCH 31st, 2023

AGREEMENT BETWEEN:

BUNGE CANADA, Harrowby, Manitoba, hereinafter referred to as the "Company",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

WHEREAS: The Company and the Union have entered into this Agreement to record clearly the terms and conditions of employment at the Company's facilities at Harrowby, Manitoba; to provide an amicable means of settling grievances and differences which may arise from time to time; to promote the mutual interests of the Company and its employees; and to establish the framework for working together to achieve the most efficient operation of the plant, while at the same time promoting the safety and health of the employees.

NOW, THEREFORE, THE UNION AND THE COMPANY MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all of its plant employees of Bunge Canada, in the town of Harrowby, in the Province of Manitoba, including those performing the functions of production work, operators, maintenance, shipping and receiving labourers, excluding office personnel, forepersons or supervisors, and those above the ranks of forepersons or supervisors, and those excluded by the Act.

1.02 The Company acknowledges that the employees in the unit described in Article 1.01 have selected the Union as their sole and exclusive collective bargaining agent, and recognizes the Union, or its successor, as such for all employees in the said unit.

1.03 The Company shall provide the Union, in January, **and** July each year **in Excel format**, with a list containing the current names, **start date, seniority date, classification, department, rate of pay, full-time or part-time status, and employee number** addresses and **telephone numbers** of all bargaining unit employees.

ARTICLE 2 DEFINITION OF TERMS

2.01 Permanent Full-time Employee

A permanent full-time employee is an employee hired by the Company to work the normal standard working hours per week, as defined in Article 17, Hours of Work, for an indefinite period of time.

2.02 Employees Other Than Permanent Full-time

Employees other than permanent full-time may be hired into the following categories:

(a) Permanent Part-time Employee

An employee hired by the Company to work less than the normal standard working hours per week, as defined in Article 17, Hours of Work, for an indefinite period of time.

(b) Temporary Employee

An employee hired by the Company to work on a full-time or part-time basis, for a definite period of time.

(c) Casual Employee

An employee hired by the Company to perform general labour not normally performed by members of the bargaining unit, on an irregular basis.

In accordance with Article 6, Management Rights, the Company will determine the category into which each employee is hired. In making that determination, it is agreed that “employees other than permanent full-time” will not be used to displace permanent full-time positions. The internal posting procedures, as detailed in Article **30** Promotions & Vacancies, will be exhausted prior to new employees being hired.

2.03 **Masculine or Feminine Gender**

Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the masculine shall, in its application to a female employee, be read with the necessary changes to express the feminine, and vice versa.

2.04 **Plural and Singular**

Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the plural shall, in its application to the singular, be read with the necessary changes to express the singular, and vice versa.

ARTICLE 3 UNION SHOP

3.01 Every employee who is now, or hereafter becomes, a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within fifteen (15) days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment.

3.02 The Company agrees to obtain signatures on Union cards from employees at date of hiring and turn such cards over to the Union. The Union will supply the Company with Union cards for such purposes.

3.03 The Company agrees to provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee his or her responsibility in regard to the payment of Union dues and initiation fees.

3.04 The Company agrees to forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Company.

ARTICLE 4 DEDUCTION OF UNION DUES

4.01 **The Company shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Company further agrees to deduct the Union dues, initiation fees and assessments automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following**

the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly statement, in Excel format, of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction, indicating which deductions were dues and which were initiation fees or assessments. The Employer shall also provide the Union, when remitting the monthly cheque, with the name change of employees.

4.02 Each year the Company shall calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T-4 slip of each employee as soon as possible following the end of the calendar year but in no event later than February 28th.

ARTICLE 5 BARGAINING UNIT WORK

5.01 Work normally done by bargaining unit employees as defined in Article 1, Nature of the Bargaining Unit, will not be regularly performed by persons excluded from the bargaining unit where such work would result in or prolong layoffs.

ARTICLE 6 MANAGEMENT RIGHTS

6.01 The Union acknowledges the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities, and that it is the exclusive right of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) direct its working force and assign duties, to hire, transfer, promote, demote, and to suspend or discharge employees for just cause, to decrease or increase the working force of the Company subject to the right of the Union to invoke grievance procedure where an employee feels s/he has been unjustly dealt with;
- (c) generally to manage the industrial enterprise in which the Company is engaged, and, without restricting the generality of the foregoing, to determine the number and location of plants, the products to be manufactured, method of manufacturing, schedules of production, kinds and location of machines and the tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of materials and parts to be incorporated in the products to be produced.

6.02 It is understood and agreed that, inasmuch as the Company recognizes the Union as an employee's bargaining agency, as evidence of good faith, the Union assumes responsibility for its members in their relations with the Company, and will use its best efforts to have the employee's responsibilities under this contract carried out in letter and in spirit.

6.03 The Company will administer the Collective Agreement fairly, reasonably, and in good faith.

ARTICLE 7 NO HARASSMENT/ABUSE

7.01 The Company and the Union agree that no form of sexual or general harassment or abuse shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Company and the Union. Any employee who believes that harassment or abuse has occurred, is invited to report any incident immediately to any Company or Union representative.

7.02 A "No Harassment/Abuse" policy will be developed by the Company and will be posted in conspicuous places throughout the workplace. The "No Harassment/Abuse" policy will be maintained in compliance with Manitoba legislation.

7.03 The parties agree that harassment or abuse does not include giving direction, reprimanding employees, or correcting behaviour. In providing direction, reprimands or instructions for correcting behavior, the Company agrees that employees will be treated with dignity, respect and fairness.

ARTICLE 8 STRIKES AND LOCKOUTS

8.01 There shall be no strikes or lockouts by the parties to this Agreement with respect to any matter arising out of this Agreement for which effective arbitration is provided under the terms of the Agreement. In addition, the Union agrees to not engage in any sympathy strikes or work slowdowns.

ARTICLE 9 MAINTENANCE AND PROTECTION DURING SUSPENSION OF WORK

9.01 In the event of any strike, walkout, or stoppage of work, the Union shall not do, or permit to be done, anything by any of its members to prevent a boiler house staff and an electrician, from continuing all or any part of their regular duties in the service of the Company. Furthermore, the Union shall cooperate and assist the Company in taking reasonable precautions to protect equipment and products; but such assistance shall only extend through such period as the Company does not attempt to restore regular production.

ARTICLE 10 UNION REPRESENTATIVE'S VISITS

10.01 A paid Representative of the UFCW shall at all reasonable times, which shall include regular hours of operation, overtime, and shift work, have access to the production areas of the Harrowby plant for the purpose of interviewing members and new employees, or dealing with any specific complaint, or matter arising out of, or pertaining to, this Agreement or its operation. The Representative and the Plant Manager or designate shall co-operate together to enable any matter to be investigated, dealt with and disposed of as expeditiously as possible. Under no circumstances shall a visit by a paid Representative of the UFCW interfere with the operation and the business of the plant, nor shall it occur without prior notification of the Plant Manager or designate. Access to the plant will not be unreasonably denied.

ARTICLE 11 SHOP STEWARDS

11.01 A Shop Steward Committee, not to exceed three (3) in number and who shall be regular employees of the Company, shall be selected by the Union, in a manner determined by them. The Company shall be kept informed by the Union of the personnel of that Committee.

 The Union shall be entitled to appoint one (1) alternate Shop Steward who will automatically be designated as Shop Steward when one of the above Shop Stewards is away for any reason.

11.02 For the purpose of appointing Shop Stewards, there shall be three (3) departments within the scope of the Company's operations, to be known as:

1. Transfer Facility
2. Production Operations
3. Maintenance

11.03 Each department shall appoint a Shop Steward from their ranks, one of whom shall be the Chief Shop Steward.

ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURE

12.01 The Company and the Union agree that it is most desirable to resolve misunderstandings and disputes through discussions between the employee and supervisor, and both the Company and the Union shall encourage employees to discuss their complaints with their supervisors so as to resolve differences quickly and directly without necessarily having to resort to the following formal process:

Step 1: Grievor and Union Steward shall discuss with the Department Manager any grievance or misunderstanding in an effort to settle such matter immediately. If a settlement is not reached within three (3) days of the concern being raised to the Department Manager's attention, it shall move on to Step 2.

Step 2: A grievance shall be filed in writing with the Plant Manager by the Shop Steward or Union Representative. A meeting with the Plant Manager, Shop Steward, Grievor and Union Representative will take place within ten (10) working days of the written filing of the grievance and if no settlement has been reached, then it may move to Step 3. This ten (10) working day limit may be extended by mutual agreement between the Plant Manager and the Union Representative.

Step 3: In case settlement has not been reached in the Second Step, this matter may be referred immediately to arbitration, and such arbitrator shall be bound by the terms of this Agreement. The single arbitrator will be chosen by mutual agreement of the parties. In the event of failure to reach agreement upon the arbitrator within two (2) weeks, the matter shall be referred to *the Manitoba Labour Board*, who shall appoint an arbitrator. The decision of the arbitrator will be binding on both parties.

12.02 In the case of arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses and all necessary arrangements will be made to permit the conferring parties to have access to the plant and to view disputed operations and to confer with the necessary witnesses.

12.03 Expenses of the arbitrator shall be borne equally by the Company and the Union. Witness fees and allowances shall be paid by the party calling the witness.

12.04 No arbitrator may alter, rewrite, or create new contract language; rather, he/she must confine his/her interpretation to the contract language in force at the time of the dispute.

12.05 Shop Stewards or the Union Representative of the Union may initiate the discussion with the management on any grievance which comes to their attention.

12.06 The Company shall have equal rights to the grievance procedure with the Union or its members above.

12.07 If an employee is disciplined, suspended or dismissed for any reason and feels that s/he has been unfairly dealt with, the employee may file a grievance at Step 2 within fifteen (15) working days from the date of discipline, suspension, or dismissal. It is understood that the application of this Article is not intended to bypass Step 1 of the Grievance Procedure as detailed in Article 12.01.

12.08 When a settlement is reached at Step 2 or 3 of these procedures, such decision shall be final and binding; it being understood that no decision or settlement will be made unless representatives of the Union be present.

12.09 Working days referred to above shall not include calendar Saturdays, Sundays, or general holidays.

12.10 Grievance work respecting subsection 12.01 shall be done on Company time, without loss of pay, during regular working hours. The Company will pay for lost time due to arbitration proceedings. The Company will schedule grievance meetings during the employee's and Shop Steward's normal working hours. Time limits identified in 12.01 may be extended by mutual agreement to accommodate such meetings.

ARTICLE 13 DISMISSAL, SUSPENSION AND DEMOTION PROCEDURE

13.01 Except in cases where the Company considers that an employee's conduct warrants immediate suspension or dismissal, the practice shall be to warn the employee in the presence of a Shop Steward and another Management representative, at which time the employee will be given the opportunity to be heard.

13.02 Should an employee be disciplined (verbal, written or suspended), demoted or dismissed, and it is later established that such action was unfair and not in accordance with the provisions of this Agreement, the Company and Union will comply with the ruling as arrived at in the arbitration clause of the grievance procedure.

13.03 When an employee has been disciplined (verbal, written or suspended), demoted or dismissed, the Company will provide the employee and the Chief Steward of the Local Union with a written memorandum indicating the specific reason or reasons for such action. In addition, within twenty-four (24) hours of the completion of the above process, the Company will **email** a copy of the discipline issued to the employee to the Union office, except in the case of verbal discipline, which will be **emailed** to the union office within seventy-two (72) hours of the discipline being issued.

13.04 Employees covered by this Agreement shall have access to their own personnel files upon written request by the employee involved. Employees shall be able to place a copy of their reply to any document contained in his or her file.

13.05 The Company shall remove all verbal warnings and written reprimands from the employee's personnel file after eighteen (18) calendar months, **unless the employee is on an approved leave during which time the eighteen (18) calendar months is suspended until the employee returns from leave**, and will not use any such documentation against the employee at a later date unless the employee has received further disciplinary notice for a similar occurrence during the same eighteen (18) month period, in which case the documentation will be removed after eighteen (18) months from the last disciplinary notice.

In the case of one (1) day suspensions, the Company shall remove all letter of suspension from the employee's personnel file after twenty-four (24) calendar months, **unless the employee is on an approved leave during which time the twenty-four (24) calendar months is suspended until the employee returns from leave**, and will not use any such documentation against the employee at a later date unless the employee has received further disciplinary notice for a similar occurrence during the same twenty-four (24) month period, in which case the documentation will be removed after twenty-four (24) months from the last disciplinary notice.

In the case of suspension longer than one (1) day, the Company shall remove all letter of suspension from the employee's personnel file after thirty (30) calendar months, **unless the employee is on an approved leave during which time the thirty (30) calendar months is suspended until the employee returns from leave** and will not use any such documentation against the employee at a later date unless the employee has received further disciplinary notice for a similar occurrence during the same thirty (30) month period, in which case the documentation will be removed after thirty (30) months from the last disciplinary notice.

ARTICLE 14 COURT'S DECISION

14.01 In the event that any Articles or portions of this Agreement are determined to be improper or invalid by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

ARTICLE 15 WAGES

15.01 Attached to this Agreement shall be a supplement, to be known as the "Wage Schedule", which shall be an integral part of this Agreement and titled as Appendix "A".

15.02

Relieving Rates of Pay/Temporary Assignments

An employee required to fill another job paying a higher rate of pay temporarily shall receive the higher rate of pay, but should any employee be required to fill a job paying a lower rate of pay temporarily, his/her regular rate shall not be changed.

15.03

Employees who are permanently transferred to a higher paying job shall receive the rate of pay next highest to their current rate upon being fully trained and qualified in their new position, but in no event longer than thirty (30) calendar days after commencement in their new position. Employees accepting a job posting to a higher paying job shall receive the rate of pay next highest to their current rate as soon as they qualify but in no event later than thirty (30) calendar days of the posting being awarded to them.

15.04

When an employee is assigned to a lower rated job, such employee shall receive the rate of pay of the job s/he left for a period of not less than nine (9) weeks from the date such employee actually takes over a lower rated job. However, should an employee request a lower rated job, then the lower rate shall apply immediately. The lower rate such employees are assigned shall be the start rate of the lower rated job unless previous experience in the lower rated job places them at a higher level of pay.

When an employee bids for and receives a job in another classification, such employee will receive the starting rate of pay for that classification when moved to that position and will progress through the pay rates for that classification in Appendix A-1. Any employee who has previous full-time experience in the classification will revert to the current rate of their previous level in that job. Employees who bid from a job from one department to another who are at Level 3 plus one year experience will receive a Level 2 rate of pay.

15.05

Rate of Pay/New Job or if Substantial Change in Duties

If a new job is established, or if there is a substantial change in the duties on an existing job during the term of this Agreement, it is understood that the Company shall set the rate of pay for the new or changed job, taking into account present job classifications in this Agreement and other relevant factors. If requested by the Union, the Company shall meet with the Union to explain, discuss, and negotiate such new rates. Any changes in a rate established shall be retroactive to the date of establishment of such rate. If the parties are unable to agree on a rate of pay, the question may be referred to arbitration.

ARTICLE 16 LEAD HAND RESPONSIBILITIES

16.01 Lead hand positions established by the Company will be filled by the Company by assigning any employee who, in the Company's opinion, is qualified to fill such a position and who is willing to accept such assignment.

16.02 Employees designated by the Company to act as lead hands will be paid a premium in the amount of **one dollar and seventy five cents (\$1.75)** per hour. This premium will not apply for the purposes of calculating overtime or other premium rates of pay.

16.03 The duties of a lead hand, as described below, will be assigned by a Department Manager or Supervisor. The parties agree that the duties of a lead hand will not include the discipline of other bargaining unit employees.

16.04 Specific responsibilities and duties of a lead hand shall include, but not be limited to:

- (a) giving instructions to employees assigned to the lead hand and coordinating their activities to achieve the objectives directed by management;
- (b) coordinating as necessary to handle maintenance problems in a timely and effective manner;
- (c) contacting Department Supervisors or Managers as required to handle production or personnel problems arising within the work area. Personnel problems will relate to replacement of employee absences, injuries, illnesses or other unusual occurrences and safety as it affects employees;
- (d) lead hands are required to perform regular duties in addition to their lead duties;
- (e) lead hand duties may be assigned by the Company for indefinite periods of time and may be filled or vacated at the discretion of the Company.

ARTICLE 17 **HOURS OF WORK**

17.01 There are four (4) categories of standard working hours:

(a) **Eight (8) Hours Worked Per Day**

Eight (8) hours worked per day, five (5) days worked per week. Overtime paid for hours worked over eight (8) hours per day, or forty (40) hours per week, with no duplication of hours. The regular work week will be reduced by eight (8) hours for each general holiday contained in that week. The week shall begin 12:01 a.m. Sunday.

(b) **Eight (8) Hour Shift Work**

Overtime paid for hours worked over eight (8) hours per day, or forty (40) hours per week, with no duplication of hours. General holidays will be paid for in accordance with Article 26, General Holidays. The week shall begin at 12:01 a.m. Sunday

(c) **Twelve (12) Hour Work Shift**

(i) The workday starts with the commencement of the shift. The week shall begin at 7:00 a.m. Sunday. The work schedule will consist of four (4) days on and four (4) days off.

(ii) Pay periods of twelve (12) hour shift workers will be eighty-four (84) hours, seventy-two (72) hours, eighty-four (84) hours, ninety-six (96) hours, with only the 96-hour pay period paying eighty (80) regular and sixteen (16) overtime.

(iii) The sixteen (16) hour's overtime premium in the ninety-six (96) hour work cycle will not be affected by absences as a result of general holiday pay, vacation pay, paid leave of absence, union leave, bereavement, paternity leave, negotiation leave, use of banked overtime or vacation days.

(iv) Overtime will be paid for hours worked beyond twelve (12) hours per day, or beyond normal scheduled hours worked in each pay period, with no duplication of hours.

(v) General holidays will be paid for in accordance with Article 26, General Holidays.

(d) **Nine (9) Hour Worked Per Day (Maintenance – Full Time Employees)**

Nine (9) hours per day, four (4) days worked per week (Monday to Thursday) and eight (8) hours per day on every other Friday. Overtime paid for hours worked over nine (9) hours per day for Monday to Thursday and over eight (8) hours on Friday, or eighty (80) hours per two (2) weeks, with no duplication of hours. General Holidays will be paid for in accordance with Article 26, General Holidays. The week shall begin at 12:01am Sunday.

Maintenance employees who are not part of the on-call rotation, will continue to work eight (8) hours per day, five (5) days per week.

17.02 During shutdown, any permanent full-time Bunge Canada maintenance employee required to work Saturday and/or Sunday will receive overtime pay.

ARTICLE 18 ROTATING ON-CALL SCHEDULE FOR OPERATORS 12 HOUR SHIFT

18.01 There will be a rotating on-call schedule for permanent full-time operators or part-time relief operators covering for full-time operators working twelve (12) hour shift work.

18.02 Employees who have requested, at least two (2) weeks in advance, a minimum of four (4) consecutive shifts of vacation time shall not be required to be on call during that period of time which begins with their last scheduled shift prior to their paid vacation and ends with their first scheduled day of return to work.

18.03 When a call-in is necessary, the following will apply:

- a) For a planned absence or unscheduled absence of 1 day or less it will be offered first to the operator on call.
- b) If the operator on call requests not to take the call-in, the Company will contact the part-time operators to schedule them to work. If there is no appropriately trained part time operator available to fill the shift, the on-call operator will then work the shift.
- c) Operators who are on-call may notify the Company in advance that they are not to be called unless a part time operator is not available.

- d) Any planned absence of more than one (1) day will be offered first to the part-time operator

18.04 Operators who are on call will receive an annual lump sum payment for this service on or about December 1st of each year. Operators who are on the on call schedule will receive an annual lump sum payment of **one thousand (\$1000)** dollars for those in the refinery, **nine hundred (\$900) dollars** for those in the elevator and **eight hundred (\$800) dollars** for those in production with the following exceptions.

- (a) Operators on an approved leave of absence (for example – maternity, parental, LTD) for three (3) or more weeks in a calendar year will receive a prorated lump sum payment. Vacation is not considered an approved leave of absence.
- (b) New employees will receive a prorated payment according to his or her length of service in the year hired.
- (c) Part-time operators who participate in the call-in rotation while covering for a full-time operator will receive a prorated payment according to the amount of time spent in the on-call rotation during the calendar year.

18.05 On-call operators must answer the call-in within one (1) hour of being called for on-call duty and must report within two (2) hours of receiving the call. The operator who is on-call will provide phone number(s) where they can be reached when on-call.

18.06 Operators who are on-call and become ill and not able to take call-ins as a result, must contact the Company as soon as possible.

18.07 An operator who is on-call and fails to respond to a call-in could be subject to disciplinary action.

18.08 An operator who refuses or fails to respond to a call-in during the calendar year will forfeit the lump sum payment.

18.09 Part-time operators will also be required to provide current phone number(s) where they can be reached should the Company need to contact them. Part-time operators not replacing a full-time operator are not part of the call-in rotation.

18.10 The Company will cross train the operators to meet operational needs as operational requirements permit.

18.11 If a part-time operator is scheduled to fill a shift for the on-call operator and another call-in is necessary, the on-call operator will work the shift unless another appropriately trained part-time operator is available.

18.12 The Company will designate the primary seniority area for permanent part-time operators. In the event of short-term operator vacancies, defined as ninety (90) calendar days or less, the permanent part-time relief operator who is trained to perform the vacant job will be assigned to the vacancy based on their primary seniority area. It is understood that if more than one (1) available permanent part-time relief operator is trained to perform a vacant operator position, the senior permanent part-time relief operator will be selected.

18.13 The Company will designate the primary seniority area for permanent part-time operators. In the event of long-term operator vacancies, defined as more than ninety (90) calendar days, the available senior permanent part-time relief operator will have the option of filling the vacancy based on their primary seniority area providing he or she can satisfactorily perform the job, or can learn the job within ten (10) calendar days. It is understood that the learning of a second operator job as detailed in this paragraph will not qualify the relief operator for short-term vacancies as detailed in the first paragraph.

18.14 In the event of production labour vacancies, it is agreed that all permanent part-time relief operators are immediately qualified without training and, in filling these production labour vacancies, the seniority of available relief operators will be the determining factor.

18.15 It is understood that a twenty-four (24) hour transition period may be necessary to align the appropriate permanent part-time relief operator to the shift required for his/her relief assignment. During this twenty-four (24) hour relief period, the Company may assign whomever it deems necessary to accomplish the proper alignment.

18.16 In the case of emergency, the Company may rotate permanent full-time operators in order to place a trained permanent part-time relief operator to the vacant operator position created by the rotation.

ARTICLE 19 ROTATING ON-CALL SCHEDULE FOR MAINTENANCE EMPLOYEES – 8 & 9 HOUR SHIFTS

19.01 There will be a rotating on-call schedule for ticketed maintenance employees, apprentices and maintenance workers, seven (7) days per week. Maintenance employees who are part of the rotating on-call schedule will be on-call for no more than three (3) or four (4) days, Tuesday thru Thursday or Friday thru Monday, at a time, unless mutually agreed between the Company and the employee on-call. Employees will be on-call in the week that they are scheduled to work on Friday.

19.02 Employees who have requested, at least three (3) weeks in advance, a minimum of one (1) full week of vacation time shall work with the Company to arrange substitute coverage for the on-call week. For requests less than three (3) weeks in advance, employees will arrange substitute coverage for the on-call week with approval from the Company.

19.03 **Maintenance** Employees who are on call will receive:

\$40 per day for Monday through Friday
\$45 per day for Saturday and Sunday

19.04 On-call employees must answer the **text message or voice mail from** the Company within **fifteen (15)** minutes of being called for on-call duty and must report within one (1) hour of receiving the call.

19.05 Employees who are on-call and become ill and not able to take call-ins as a result, must contact the Company as soon as possible.

19.06 An employee who is on-call and fails to respond to a call-in could be subject to disciplinary action.

19.07 An employee who refuses or fails to respond to a call-in during the calendar year will forfeit their daily payment.

19.08 Employees called in shall not be required to perform routine work after they have completed the work for which they were originally called out, except that they may be required to perform emergency work consistent with their skills and arising during the period of the call in. It will be considered a separate call-in if the employee has left the premises when the additional emergency arises.

19.09 An employee who is called in to work in an emergency shall be through when normal plants operations resume, but shall nevertheless receive a minimum of four (4) hours' pay at the applicable overtime rate.

19.10 If the employee on call is required to remain at the job location for more than four (4) continuous hours, then that employee will be paid at double (2x) time after four (4) hours of work.

19.11 Should the length of time worked on a call-in extend past eight (8) hours prior to the employee's regular scheduled starting time, the employee will be entitled to a rest period of eight (8) hours after which the employee will return to work. Should the employee not work their full shift the employee will be entitled to make up the lost regular time hours at a later date by mutual agreement with supervision or the employee has the option to complete his or her regular shift hours and not return to

work until the next scheduled shift. If the employee chooses to stay and complete their shift they will receive their pay as outlined in 19.09, and in addition, continue to receive time and one half (1.5X) overtime rates for each hour worked after they complete their duties for which they were called in for, until their regularly scheduled start of their shift.

19.12 Electricians & maintenance labourers will not be part of the on-call rotation system. If a call-out is required they will be called by seniority, by classification, on a rotational basis. Once an employee has accepted a call-in they will move to the bottom of the list and be called back in order during that week.

In the future, if Electricians should require a rotating on-call schedule the Company will notify the Union to work out a rotating on-call schedule to be implemented.

ARTICLE 20 OVERTIME

20.01 Overtime shall be paid at one and one-half (1½) times the employee's regular hourly rate of pay. **Overtime is defined for an employee working an eight (8) hour shift as any continuous hours worked in any one (1) day over eight (8) hours but less than twelve (12) hours.** If an employee working an eight (8) hour shift is required to work more than twelve (12) hours in any one (1) day, he/she will be entitled to double (2x) time for any time worked in excess of twelve (12) continuous hours. **Overtime is defined for an employee working a nine (9) hour shift as any continuous hours working in any one (1) day over nine (9) hours but less than thirteen (13) hours. An employee working a nine (9) hour shift who is required to work more than thirteen (13) continuous hours in any one (1) days will be entitled to double (2X) time for any time worked in excess of thirteen (13) hours. Overtime is defined for an employee working a twelve (12) hour shift as any continuous hours worked in any one (1) day over twelve (12) hours but less than sixteen (16) hours.** An employee working a twelve (12) hour shift who is required to work more than sixteen (16) continuous hours in any one (1) day, will be entitled to double (2x) time for any time worked in excess of sixteen (16) hours.

20.02 When considered necessary by the Company, employees may be required to perform overtime work. The Company shall determine when overtime work shall be performed and when an employee shall report for duty. The Company shall consider any legitimate reason when an employee does not wish to work overtime and shall endeavour to find a replacement for such an employee. Overtime work shall be distributed as evenly as possible among the employees normally performing such work. All employees agree with the principle that, if the Company determines that overtime is required, a sufficient number of employees will agree to work the scheduled overtime so that it will not be necessary to cease operations without the required overtime being completed. It is understood that no employee will be expected to work an unreasonable number of hours.

ARTICLE 21 TIME OFF IN LIEU OF OVERTIME

21.01 The Company agrees to allow permanent full-time employees to take time off work with pay in lieu of taking overtime pay, with the following conditions and procedures to apply:

1. A "bank" of hours will be established for each employee. Hours will be credited to the bank at overtime rate, i.e.: a call out, normally four (4) hours, would be six (6) hours' credit to the bank.
2. It is the responsibility of the employee to designate hours to be banked before the time card is delivered to the payroll department.
3. A maximum of ten (10) days (eight (8) shifts for ten (10) and twelve (12) hour shift workers) can be in the bank at any one time. Time off must be taken in full days, not part days. Days banked must be taken in days off. Effective January 1, 2015, banked days cannot be carried over from one calendar year to the next. Banked time will be paid out at the end of the calendar year at the overtime rate at which it was accrued. If there is time in the bank when an employee leaves Bunge Canada, it will be paid to the employee. The maximum number of days (shifts) off per year under this program will be ten (10) days (eight (8) shifts for ten (10) twelve (12) hour shift workers).
4. Days off must be taken by mutual agreement between the employee and manager. Normally, one (1) week's notice will be required, and no more than one (1) person shall be away at one time under this program. Time off will also not be agreed to when it would disrupt another employee's vacation plans, regardless of seniority.
5. Employees will not have to use up their vacation before using their banked overtime.

21.02 It is understood that overtime hours being referred to in this article are those hours over and above regular scheduled hours.

21.03 It is understood that the rate paid when banked time is taken will be the same rate in effect at the time the overtime was worked.

ARTICLE 22 MEAL AND REST PERIODS - 8 HOUR SHIFTS

22.01 Employees on eight (8) hour shifts shall not be required, except in case of emergency, to work more than four (4) hours without a meal period.

22.02 An employee whose meal period is interrupted by an emergency shall be entitled to an additional fifteen (15) minute rest period on Company time for that day, provided the employee's meal period is not on Company time.

22.03 Employees shall be entitled to a paid fifteen (15) minute maximum rest period after each consecutive two (2) hours of work. Such rest period may not be attached to a meal period.

22.04 Meal periods and rest periods shall be taken by employees as operations permit.

ARTICLE 23 MEAL AND REST PERIODS – 9 & 12 HOUR SHIFTS

23.01 Employees on a twelve (12) hour shifts will receive a fifteen (15) minute break every two (2) hours. Employees on a twelve (12) hour shift will receive a paid lunch break provided a shift overlap is maintained to ensure safe and efficient operations. Meal periods and rest periods shall be taken by employees as operations permit.

23.02 Maintenance employees on a **nine (9)** hour shift will receive three (3) fifteen (15) minute breaks, one in the morning and two in the afternoon. Employees on a **nine (9)** hour shift will also receive a thirty (30) minute unpaid lunch break. Meal periods and rest periods shall be taken by employees as operations permit.

ARTICLE 24 OVERTIME MEAL ALLOWANCE

24.01 If an employee is required to work in excess of two (2) hours overtime past their scheduled quitting time a meal will be provided at the Company's expense, up to a maximum cost of (\$10.00) dollars per employee.

ARTICLE 25 NOTICE OF SCHEDULE CHANGE

25.01 Where a change in schedule is contemplated within a Department, the Company agrees to give twenty-four (24) hours' notice in case of an individual, and four (4) days' notice in case of a gang change, except in case of emergency or non-scheduled absence of an employee. A gang is defined as all employees who work in one department.

ARTICLE 26 GENERAL HOLIDAYS

26.01 General holidays shall be recognized as paid holidays, and all hourly rated employees shall receive eight (8) hours' pay, **nine (9)** hours' pay or twelve (12) hours' pay, as applicable, for such days, at the regular rate of pay, and in addition shall receive the applicable overtime rate for all hours actually worked on such days, or be assigned a day off with regular pay, as may be agreed by the Company and the employee. Sincere effort will be made to grant the alternate day off dependent on operational requirements. Senior employees will be given preference for the date requested so long as a junior employee's request was not previously approved in writing.

- | | |
|----------------------|---------------------------|
| New Year's Day | Labour Day |
| Louis Riel Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | December 24 th |
| Canada Day | Christmas Day |
| August Civic Holiday | Boxing Day |

The observance of the above holidays shall be made on days other than the calendar date when so proclaimed by the Province of Manitoba.

26.02 Employees whose day off falls on a paid general holiday shall be paid eight (8) hours' pay, **nine (9)** hours' pay or twelve (12) hours' pay, as applicable, at their regular rate of pay or be assigned a day off with regular pay as may be agreed between the Company and the employee. Sincere effort will be made to grant the alternate day off dependent on operational requirements. Senior employees will be given preference for the date requested so long as a junior employee's request was not previously approved in writing.

26.03 If a paid general holiday falls within the vacation period of an employee, the Company will allow the employee concerned a compensatory day's holiday with pay.

26.04 An employee, to qualify for full general holiday pay, must have worked or been paid for part or all of each day of at least ten (10) days during the thirty (30) calendar days immediately preceding the general holiday. Employees who do not qualify for full general holiday pay will be paid general holiday pay equal to five (5%) percent of their total earnings, excluding overtime, in the thirty calendar days immediately preceding the general holiday.

ARTICLE 27 VACATION ENTITLEMENT AND VACATION PAY

27.01 Vacations with pay are earned on the basis of years of service with the Company. Length of service is calculated from the date of employment:

Up to 9 years of service - 3 weeks (120 hours)
For the 10th & subsequent years - 4 weeks (160 hours)
For the 19th & subsequent years - 5 weeks (200 hours)
Vacation for those people on twelve (12) hour shifts are based on hours of vacation rather than days of vacation.

27.02 Vacations will be accrued from January 1 to December 31 of each year. Annual vacation entitlements are calculated as of January 1st each year for vacation to be taken in that calendar year, with the exception of vacations booked under the provisions in 27.03. New employees will have their vacation prorated for their first year of employment.

27.03 Vacations are to be scheduled for completion by December 31st. If any vacation credits are unused as of this date, the credits shall be paid out to the employee, and the corresponding vacation leave shall be forfeited. This shall not apply in circumstances where an employee has booked a vacation prior to December 31st, to be taken within the first three (3) months of the new year, in which case the employee will be allowed to carry forward the appropriate number of vacation days. Employees who are on layoff as of December 31st, will be paid out their unused vacation credits when they are recalled to work.

27.04 Vacation pay will be calculated as if the employee had worked during the whole of the regular working hours of the vacation at the employee's rate of pay in effect at that time.

27.05 Vacations will be granted in order of seniority by department when submitted by January 1st for the vacation period January 1st to December 31st of the same calendar year, subject to the requirements of the business. Each department will post a completed vacation schedule by **February 1st** for the vacation period as noted above. Any vacation requests submitted after the planner is complete will be granted on a first come first served basis, subject to the requirements of the business. Employees requesting vacation between January 1st and **February 1st** will be awarded on a first come first served basis, subject to the requirements of the business.

Employees are expected to use their vacation entitlement during the vacation year but may opt to be paid out for some of their vacation entitlement by mutual agreement between the employee and the Company.

If an employee and the employer agree to a scheduled vacation in advance and prior to knowing when a plant shutdown is going to take place, the employee will be allowed to take the scheduled vacation whether or not there is a conflict with the plant shutdown. Employees shall not be required to take their vacation to avoid a layoff.

Employees may opt to schedule their vacation in weeklong blocks or opt to take some of their vacation in individual days

Where a vacation day has been approved, the employee must utilize vacation as scheduled unless they provide the Company with written notification of their intent to cancel such vacation within ten (10) calendar days of such schedule time off. If an employee has a medical issue (i.e. Hospital stay, illness or injury) they will notify the employer as soon as possible to cancel their vacation before it commences.

If a general holiday falls within the employee's vacation, an additional day of vacation will be granted. This additional day may be taken at the beginning or end of the employee's vacation period or at another time during the vacation year with the prior approval of the employee's supervisor.

Vacation requests of four (4) days or more that are submitted after January 1, must be given to the Company at least forty-eight (48) hours prior to the requested time.

27.06 For the purpose of calculating length of vacation, absence from work due to short-term disability certified by a practising physician or surgeon, approved leave of absence for union business, bereavement leave, lay off or time spent away from work as required by a recognized apprenticeship program, shall be considered as time on the payroll. Such deemed time on payroll shall be to a maximum of sixty (60) calendar days for such absences in a vacation year.

27.07 Employees with accrued vacation in accordance with this Article shall, when they leave the employ of the Company or are terminated, be paid all outstanding vacation monies.

27.08 If an employee's vacation is interrupted by the death of an immediate family member, such employee will be paid bereavement leave benefits to which they may be entitled and the balance of the employee's vacation shall then be rescheduled following their return to work.

27.09

Vacation Pay and Entitlement For Part-Time Employees

- (a) A part-time employee who has up to nine (9) years of continuous service since last date of hire shall be entitled, if they so choose, to book up to three (3) weeks vacation. Total vacation pay for the vacation year shall be calculated by dividing the total hours such employee worked in the previous vacation year by 2080 hours then multiplying by one hundred and twenty (120) hours at such employee's current hourly rate of pay. Any vacation monies already paid to such employee for the same vacation accrual year shall be deducted from the calculated amount.
- (b) A part-time employee who is in their tenth (10th) to their eighteenth (18th) years of continuous service since last date of hire shall be entitled, if they so choose, to book up to four (4) weeks vacation. Total vacation pay for the vacation year shall be calculated by dividing the total hours such employee worked in the previous vacation year by 2080 hours then multiplying by one hundred and sixty (160) hours at such employee's current hourly rate of pay.
- (c) A part-time employee who is in their nineteenth (19th) or subsequent years of continuous service since last date of hire shall be entitled, if they so choose, to book up to five (5) weeks vacation. Total vacation pay for the vacation year shall be calculated by dividing the total hours such employee worked in the previous vacation year by 2080 hours then multiplying by two hundred (200) hours at such employee's current hourly rate of pay.

27.10 Part-time, temporary and casual employees proceeding to full-time employment shall be credited with the length of continuous service with the Employer as a part-time, temporary or casual employee for the purpose of establishing full-time vacation credits. This is conditional on the employee's service being continuous from part-time, temporary or casual to full-time.

27.11

Dates Vacation Pay Will Be Paid

- (a) **Permanent Full-time Employees**

Vacation pay will be issued on a permanent full-time employee's regular payday during the vacation period.

(b) Permanent Part-time Employees

Unless otherwise requested, in writing, vacation pay for part-time employees shall be paid during the month of **December** of each year and shall be issued to each part-time employee on paycheques that are separate and apart from the employee's normal earnings. If requested by **January in the same year** in writing, a part-time employee's vacation pay will be issued on the regular payday(s) during their vacation period.

(c) Temporary and Casual Employees

Temporary and casual employees will be paid their vacation pay of four (4%) of their gross earnings included with each paycheque.

ARTICLE 28 SENIORITY

28.01 Subject to ability and qualifications the Company recognizes seniority as the next dominant principle in matters of increase, reduction, promotion, and demotion, of members of the work force covered by this Agreement.

28.02 Employees hired on any basis other than permanent full-time, shall acquire seniority based on accumulated hours worked as calculated in Article 29.04, Part-time to Full-time Seniority. However, for purposes of this Article, the seniority of permanent full-time employees shall have precedence over the seniority of employees hired on a basis other than permanent full-time.

28.03 An employee who is appointed to an out-of-scope position shall not accumulate seniority but shall retain the seniority earned prior to such appointment. Within six (6) months of such appointment, the employee may exercise his/her earned seniority to return to his/her former in-scope position, but after six (6) months the employee will not be allowed to return to the hourly workforce with accumulated seniority.

28.04 It is agreed between the parties that seniority during layoffs shall be retained.

28.05 **Seniority Broken and All Employment Rights Forfeited**

Seniority service records shall be considered broken, all rights forfeited, and there shall be no obligation to rehire, when an employee:

- (a) voluntarily leaves the service of the Company or is discharged for just cause and not reinstated through the grievance procedure as provided in Article 12, Grievances and Arbitration Procedures;
- (b) after being laid off by the Company, fails to report to work when recalled, or cannot be located after reasonable effort on the part of the Company. The method of contact shall be by registered notice mailed to the employee at the last known address, and shall constitute a reasonable effort on the part of the Company, and if within ninety-six (96) hours of posting of such notice, the employee fails to report for duty, or advise of the date s/he will report, which shall not be in excess of ten (10) days from the date s/he received the notice, the Company shall be entitled to assume that the said employee left the Company's service voluntarily. This shall not apply when the recall is for temporary employment (2 weeks or less), in which case the employee may elect to remain on layoff;
- (c) is absent due to layoff for a period of twelve (12) consecutive months, or more;
- (d) is absent from work without permission for four (4) consecutive working days without furnishing a reasonable and verifiable explanation;
- (e) fails to return to work promptly after the expiration of any leave granted to him/her without furnishing a reasonable and verifiable explanation;
- (f) is retired.
- (g) Employees, other than permanent full time employees, will forfeit their seniority rights if they work less than 300 hours in any twelve (12) consecutive month period.

28.06 A new seniority list will be posted on a monthly basis whenever an employee passes probation, or whenever there is a seniority/status change during that month. If no change has occurred, new seniority lists will be posted quarterly.

28.07 Casual employees temporarily hired by the Company to perform tasks not normally performed by members of the bargaining unit are exempt from this Article.

28.08 A part-time employee will be dropped to the bottom of the part-time seniority list if s/he declines three (3) offers of shifts within a six (6) month period unless s/he is ill or injured.

28.09 In the event a part-time or casual employee works one thousand nine hundred and forty (1940) regular hours in a twelve consecutive month period, providing such employee is not covering for an employee on leave of absence, disability, or special assignments, shall be considered to have created a new full-time position and such new position will be posted in accordance with Article 29, Promotions and Vacancies. A part-time or casual labourer who works part-time as a relief operator will not create a full-time position. If due to medical reasons substantiated by a doctor's note requiring an absence from the workplace exceeding three (3) weeks duration, a part-time or casual employee fails to meet this criteria, the twelve (12) consecutive month period referenced above shall be extended by the period of medical absence.

ARTICLE 29 PROBATIONARY PERIOD

29.01 Length of Probationary Period

Any employee who is hired by the Company, shall be on probation for the greater of their first **six (6)** calendar months or **one thousand and forty hours (1040)** hours worked. The Company, at its discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration articles of this Agreement in regards to such termination.

By mutual agreement between the Company and the Union, the probationary period may, for good and sufficient reason, be extended. If an employee is assigned to a different department during their original probation period, **a minimum of four hundred and eighty (480) hours of probation must occur in the new department and the original probation period will be extended accordingly.**

29.02 Upon completion of six hundred and forty (640) hours worked (minimum four (4) months), full-time permanent employees shall be entitled to seniority dating from the day on which they entered the Company's employ.

29.03 Upon completion of six hundred and forty (640) hours worked (minimum four (4) months), employees hired on a basis other than permanent full-time, shall be entitled to seniority based on their accumulated hours of work from the date on which they entered the Company's employ.

29.04 **Part-time to Full-time Seniority**

An employee who is hired on a basis other than permanent full-time, and who is subsequently appointed to a permanent full-time position, shall have his/her seniority in accumulated hours worked converted to an equivalent calendar date on the basis of one hundred and seventy-three point thirty-three (173.33) hours worked equalling one (1) calendar month of seniority. However, in no instance shall the converted seniority date exceed the seniority date, less one (1) day, of the least senior permanent full-time employee at the time of the appointment.

29.05 An employee shall serve only one probationary period unless their service has been broken as per Article 28.05, Seniority Broken and All Employment Rights Forfeited; or has been continuously laid off for a period of one (1) year or more; or is subject to the terms of Article 29.01, Length of Probationary Period, above.

29.06 When an employee has passed their probationary period, they will be notified in writing by the Company.

ARTICLE 30 PROMOTIONS AND VACANCIES

30.01 **Job Posting and Filling Process**

All job vacancies and new positions will be posted within one week of a position being vacated or as soon as a new position has been created. All job vacancies and new positions shall be posted for a minimum period of one (1) calendar week. The successful bidder will be moved into the new position no longer than forty-five (45) calendar days following the completion of the one (1) calendar week posting period, unless operational requirements do not allow for this, at which time, the Company will approach the Union to discuss and advise them of the operational issues surrounding the delay in filling the posting.

30.02 This section shall not apply to temporary replacements

30.03 Where an employee does not qualify for the position concerned, within thirty (30) calendar days, such employee shall revert to their former position without prejudice and without loss of seniority. An employee may also choose to revert back to their former position within ten (10) working days without loss of seniority and without prejudice.

30.04 No employee will be allowed more than one successful application into a permanent position noted above in any six (6) month period unless it is for a job vacancy of a higher rate of pay, or if the employee is applying for an alternate job due to health reasons, as verified by medical documentation, that restricts the employee from performing their job, or if an apprenticeship program becomes available.

30.05 All employees who are not actively at work will be notified by registered letter of any job vacancies at the time they are posted. The chief Shop Steward or in their absence the full time Union Representative will receive copies of all registered letters sent by the Company. The shop steward will be entitled to telephone all such employees to inform them of the vacancies during regular work hours. Employees who wish to be advised of such postings during their absence, will leave a telephone number with their supervisor, where they can be located.

ARTICLE 31 LAYOFF AND RECALL FROM LAYOFF

31.01 In the event of a reduction of the work force, the last person hired shall be the first laid off; provided the employee with the greater amount of seniority can satisfactorily perform the job s/he is assigned to, or can learn the job within twenty (20) working days; provided immediate qualification (i.e. grain buyers, journeyperson, power engineers) is not required to perform the job.

31.02 In the event of an increase in the workforce, the last person laid off shall be the first hired; provided the employee with the greater amount of seniority can satisfactorily perform the job s/he is assigned to, or can learn the job within twenty (20) calendar days; provided immediate qualification (i.e. grain buyers, journeyperson, power engineers) is not required to perform the job.

31.03 However, seniority shall not apply to layoffs and recalls of three (3) days' duration or less.

31.04 Employees other than permanent full-time shall be the first laid off in the event of a layoff occurring at the plant.

31.05 Layoff notice of two (2) weeks shall be given for layoffs greater than one (1) week in length.

31.06 Because of the nature of the work performed by permanent part-time relief operators, it is understood that they may be posted to operator vacancies or general labour work, or have no work available for them, all with little or no notice and the layoff notice requirements as detailed in Article 31.05 Notice of Layoff, will not apply to permanent part-time relief operators when there is no relief operator work or general labour work available. The Company does, however, agree to provide as much notice as possible in the scheduling of work assignments and when work will not be available. The above also applies to casual employees hired as general labour.

31.07 In no event will an employee be provided with less notice of layoff than that required by legislation in the Province of Manitoba.

ARTICLE 32 LEAVES OF ABSENCE

32.01 Union Leave

Employees elected or appointed to do business for the Union shall be granted leave of absence to attend such business, as long as the operations of the Company permit. Such employees shall continue to accumulate seniority during the absence. When the business of the Union has been attended to, the employee shall return to work and be reinstated in the job held prior to the leave of absence. No leave of absence shall be granted unless so approved by the Company. When granting approval, the Company may limit the number of employees away at any time, such that plant operations will not be affected.

The Company will continue to pay employees while on Union Leave, however, the Company will bill the Union for all costs associated with maintaining the employees on payroll. Reimbursement shall only be for hours such employees would have been working had they not been on union leave.

32.02 Bereavement Leave

Bereavement leave with pay shall be granted as outlined below. A day with pay shall be defined as an employee's regular day's pay. A regular day's pay is an employee's regular rate of pay for eight (8), ten (10) or twelve (12) hours per day depending on such employee's regular shift assignment at the time the leave is necessary.

In the event of a death in the immediate family of the employee, that employee will be granted leave for five (5) consecutive days with pay for the work days lost. The immediate family, for purposes of this section, shall be deemed to consist of the employee's spouse, children (including step-children) and parents (including foster).

For the purpose of this article, spouse also refers to common-law spouse which is defined as a person of the same or opposite sex who has cohabited with the employee in a conjugal relationship for no less than six (6) consecutive months.

In the event of a death of a close family member of the employee, that employee will be granted leave for three (3) consecutive days with pay for the work days lost. Close family, for purposes of this section, shall be deemed to consist of the employee's brother, sister, brother in law, sister in law, spouse's parents, grandparents, grandchildren, daughter-in-law, son-in-law, stepmother, stepfather, stepsister and stepbrother

In the event of the death of an employee's grandparent-in law, that employee will be granted one (1) day off with pay for a work day lost for the purposes of attending or arranging the funeral.

In the event of a delayed internment or service, with mutual agreement, an employee may save two (2) of the days identified above without loss of pay to attend the internment. Proof of service may be required.

Additional days off without pay for bereavement may be granted by mutual agreement between the Employer and the employee concerned.

32.03 **General Leave**

Any permanent full time employee desiring leave of absence without pay for reasons other than injury or illness must obtain permission from the Company for such leave. Leave in addition to a vacation period will not be granted if granting such leave will deprive another employee of his/her vacation as previously arranged. During such leave of absence, the employee shall accumulate seniority up to a maximum period of six (6) months.

In exceptional circumstances, as determined at the Company's discretion, permanent part-time employees may be eligible for a leave of absence as per above as operations permit.

32.04 **Maternity Leave**

- (a) Female employees, are entitled to eighteen (18) weeks of maternity leave without pay. Employees who wish to take maternity leave shall submit a written application to the Company at least four (4) weeks in advance of the date the employee wishes to begin her leave, together with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- (b) A permanent full-time employee who is on maternity leave and who works eight (8) hour/ten (10) hour/twelve (12) hour shifts shall be entitled to receive up to a maximum of ten (10) shifts/eight (8) shifts/eight (8) shifts with pay, respectively, however, this pay is not paid out until such time as the employee returns to work.
- (c) An employee on maternity leave shall provide four (4) weeks' notice to the Company of the date she intends to return to work.
- (d) Employees shall continue to accumulate seniority during maternity leave and will be reinstated in the job held prior to the maternity leave of absence.

32.05

Paternity Leave

Permanent full-time male employees are eligible to receive paternity leave with full pay on the following basis. Employees who worked eight (8) hour/ten (10) hour/twelve (12) hour shifts are entitled to take up to five (5) shifts/four (4) shifts/four (4) shifts respectively around the time of the birth of the child. An additional five (5) shifts/four (4) shifts/four (4) shifts respectively may be taken at any time up to three (3) months before or after the date of birth. This is left up to the discretion of the supervisor and employee (depending on the individual circumstances). A written application for intent to take leave must be made to the supervisor four (4) weeks in advance of the date.

32.06

Parental Leave

- (a) Employees who are the natural father or mother of a child, or who adopt a child under the laws of the province, are entitled to **sixty-three (63)** weeks of parental leave without pay. Employees who wish to take parental leave shall submit a written application to the Company at least four (4) weeks in advance of the date they wish to begin the leave. Parental leave shall commence no later than the first anniversary date of the birth or adoption of the child.
- (b) An employee on parental leave shall provide four (4) weeks' notice to the Company of the date they intend to return to work.
- (c) Employees shall continue to accumulate seniority during parental leave and will be reinstated in the job held prior to the parental leave of absence.

32.07

Election Leave

In the event of municipal, provincial or federal elections each employee shall be granted necessary time off during the hours the polls are open to allow her or him to vote in such elections.

32.08

Negotiations Leave

The Company shall pay for a maximum of eighty-four (84) hours, at regular rates, for the time spent by the Union Bargaining Committee in negotiating with the Company for revisions to the Collective Agreement. Reimbursement shall only be for hours the employee would have been working had he/she not been bargaining.

The Company will continue to pay employees when the maximum hours of bargaining have been exceeded, however, the Company will bill the Union for all costs associated with maintaining the employees on payroll.

32.09 **Jury Duty or Jury Selection / Witness Leave**

An employee required to serve jury duty, jury selection or appear in court as a subpoenaed witness will be compensated by the difference between the employee's regular earnings and that which s/he is paid for jury duty or as a subpoenaed witness.

32.10 **Compassionate Care Leave**

The Company will provide Compassionate Care Leave consistent with legislation in the Province of Manitoba. Employees utilizing such Compassionate Care Leave will also be eligible for Bereavement Leave per Article 32.02 of this contract when those bereavement leave days are not already covered by other government pay sources such as employment insurance.

32.11 **Family Leave**

In the event of illness or injury occurring to an employee's spouse, parent, or child, the employee may request, and if so shall be granted, an unpaid leave of absence or absences which shall not exceed three (3) working days in total per calendar year. It is understood that the three (3) days will be whole days. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing spouse, parent, or child. Employees may access their bank time or vacation time to attend such appointments. Employees will give as much notice as possible of the events or appointments.

In the event that an employee acts as a Substitute Decision Maker the paragraph above shall also apply.

32.12 Any employee who volunteers for the municipal fire department and is called to an emergency when not working at the Company, which could result in the employee not getting the proper amount of rest prior to their shift, will contact the Company as soon as they are able, but not less than two (2) hours prior to the start of their scheduled shift, to obtain approval from his/her supervisor to start their shift at a later time. Employees will have the option to take vacation time, banked time or no pay for the time missed due to the later start in their shift. Such arrangements shall not be unreasonably denied.

ARTICLE 33 SAFETY AND HEALTH

33.01 The Company shall make reasonable provisions for the safety and health of the employees during the hours of their employment.

33.02 The Company and the Union agree to continue to operate an Occupational Health and Safety Committee, which shall comply with the Regulations of the Province of Manitoba, or the *Federal Department of Labour*, as applicable.

33.03 The joint Labour/Management Safety and Health Committee shall meet at least quarterly during regular working hours and shall conduct safety tours of the Company's operation. The committee shall be comprised of three (3) members chosen by the Union and three (3) management persons. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. A copy of the minutes will also be forwarded via fax or email to the Union office within ten (10) days of the meeting. The chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

33.04 All employees of the Safety and Health Committee shall receive the necessary time off with pay when conducting business and training in accordance with Article 32.02 above. Members of the Safety and Health Committee, who represent the Union, may also attend training provided by the Union. Any additional time off after the two days paid training as outlined in the Workplace Safety and Health Act for the Province of Manitoba, will be unpaid and will be granted at the discretion of the Company.

33.05 The Company shall pay the tuition costs of any employee who completes a first aid course that has been approved by the Company.

33.06 The parties agree to create a Joint Labour Management Committee comprised of a minimum of two shop stewards and a member from Production and a member from Maintenance along with a Union Representative. The committee shall discuss any issues or opportunities in the workplace. The committee will meet a minimum of three (3) times per year during the working hours and time spent in the meeting shall be considered as time worked at regular rate of pay.

ARTICLE 34 HEALTH AND WELFARE

34.01 Health and Welfare benefits shall be as contained in The Bunge Harrowby Benefits Booklet and shall form part of this Agreement. The Bunge Harrowby Benefit Booklet will be updated to reflect current changes. Appendix "B" of this agreement outlines benefits specific to Harrowby that are not listed in the Benefit Booklet. Eligibility requirements are also listed in Appendix "B". Complete eligibility requirements are part of The Bunge Harrowby Benefit Booklet.

34.02 The following Health and Welfare benefits shall be arranged for by the Company for employees covered by this Collective Agreement and shall be subject to the terms and conditions of the master policies and contracts in force which shall form part of this Collective Agreement. The Company will provide group life, vision, dental, supplemental health, and accidental death & dismemberment plans. These benefits will be described in the Bunge Harrowby Benefit Booklet and will be paid for by the Company. The Company will also provide for Long Term Disability coverage, optional life insurance, and spouse and children optional life insurance that will be paid for by the Employee and will be described in the Bunge Harrowby Benefit Booklet. The Company shall have the right to make arrangements for the replacement or modification of such benefits provided that benefit levels are maintained consistent with those outlined in The Bunge Harrowby Benefits Booklet and provided that the Union receives advance notification in writing from the Company which shall include the specific details of the actual changes that are to take place.

ARTICLE 35 PARKING SPACE AND PLUG-INS

35.01 The Company will provide, at no cost to the employee, adequate parking space and plug-ins for employees.

ARTICLE 36 AFFIRMATIVE ACTION

36.01 The parties agree to negotiate any changes to this Agreement which are identified to be employment barriers with respect to any government mandated program affecting Bunge Canada.

ARTICLE 37 SAFETY FOOTWEAR, CLOTHING AND GLASSES

Safety Footwear

All full-time and part-time employees will receive an annual allowance of **two hundred and fifty (\$250) dollars or three hundred (\$300) dollars for those who require Metatarsal protection**, payable every July 1st of each year for the purchase of new safety footwear for the duration of this Collective Agreement.

The above safety footwear allowance shall be remitted to the employee upon presentation of the new safety footwear together with the purchase invoice of same.

Additionally, the Company will provide one (1) pair of CSA rubber boots to those employees who request them during the life of the agreement.

37.02

Coveralls/Uniforms

All employees will be supplied with uniforms suitable to perform their work assignments.

The Company will pay one hundred (100%) percent of the cost of rental or purchase of coveralls.

In addition, where the Company requires employees to wear a uniform in the performance of their duties, the Company will pay one hundred (100%) percent of the cost of rental or purchase of said uniforms. The decisions whether to rent or purchase the uniforms rests with the Company. Laundering of uniforms will be the responsibility of the employees. The Company reserves the right to determine the number of uniform changes that are necessary.

Employees who require outdoor winter clothing, parkas or insulated bibs, as part of their normal job duties will be supplied with winter clothing selected by the company. Winter Clothing to be replaced when needed but not more than one (1) article of winter clothing per year. The company may request verification of the condition of winter clothing and will order it once per year.

Employees required to work outside will be supplied with raincoats and rubber boots.

37.03

Work Gloves

The Company shall provide all work gloves in the appropriate sizes at no cost to the employees. The selection of gloves provided will be at the discretion of the Company. Employees will be expected to turn in damaged or worn gloves in exchange for new ones. Failure to return damaged or worn gloves will result in a payroll deduction for the replacement cost of the gloves.

37.04

Prescription Safety Glasses

The Company will cover the cost of the first pair of prescription safety glasses to a maximum of **three hundred (\$300)** dollars. For each subsequent pair of prescription safety glasses purchased no earlier than 24 months after the purchase of previous pair, the Company will cover **one hundred (100%) percent** of the cost up to a maximum of **three hundred (\$300)** dollars. A copy of the prescription, and receipt of purchase, must be supplied with each claim. Any employee who has purchased safety glasses under any other Company policy will not be eligible for payment under this clause.

ARTICLE 38 WORKING CONDITIONS

38.01 All employees must be properly attired, and comply with Company regulations, or be subject to disciplinary action.

38.02 Employees are required to take good care of any article provided them by the Company and such articles shall be returned to the Company on termination of employment.

38.03 Dressing rooms, showers, and lunch room facilities will be provided by the Company and kept in good order by employees.

ARTICLE 39 BULLETIN BOARDS

39.01 The Company shall provide bulletin boards for the use of the Union at suitable places in the plant premises and posting of Union posters, notices, etc., shall be restricted to the bulletin boards so provided. The Company reserves the right to approve all notices which are posted.

ARTICLE 40 SEVERANCE PAY

40.01 In the event of termination of employment on account of the permanent closure of the plant or a major portion or department of it, and the Company has not offered alternative employment within the plant, then, provided a terminated employee has three (3) years or more of continuous service with the Company, the Company will pay to the terminated employee a severance pay allowance equivalent to one (1) week's pay for each year of service at the employee's current regular rate of pay.

In no event will notice or severance pay be less than that required under the appropriate legislation in the Province of Manitoba.

40.02 Employees who accept a severance allowance under this Article shall, on doing so, terminate their seniority and employment relationship with the Company, and shall have no further rights under this Agreement.

ARTICLE 41 WORK-RELATED INJURY OR ILLNESS

41.01 In the event of employees sustaining injuries at work, or becoming affected by occupational diseases during the course of their employment and becoming physically handicapped as a result thereof, every effort will be made by the Company to give the handicapped employee such suitable employment as is available.

41.02 The Company agrees it will not make direct contact with an employee's doctor or other medical practitioner. Employees will be required to provide medical documentation if reasonably requested by the Company and required in order to justify continued absence or accommodate or facilitate a return to work.

Documentation from the doctor must be submitted within ten (10) business days. Should there be any delay resulting from the inability to get an appointment, the employee will notify the Company of such delay and continue to update company on a weekly basis.

ARTICLE 42 APPRENTICESHIP PROGRAM / REIMBURSEMENT OF LICENSING COSTS

42.01 The specifics of the Apprenticeship Program are detailed in Appendix "C" "Apprenticeship Program Guidelines" attached to this agreement.

42.02 **Reimbursement for License Costs**

The Company will reimburse certified maintenance employees for costs associated with licensing and licence renewals required by the provincial government and Bunge Canada.

ARTICLE 43 GROUP RSP DEDUCTION

43.01 The Company agrees to make payroll deductions from employees' wages for the Group Retirement Savings Plans currently offered by the Company or their replacement Plans, if applicable, for employees who wish to contribute to this group RSP. The amount of such deduction will be indicated by the employee. The Company shall forward such contributions to the Plan within twenty-one (21) days following the end of the Company's four (4) or five (5) week accounting period.

ARTICLE 44 EDUCATION AND TRAINING TRUST FUND

44.01 The Company agrees to contribute three (\$0.03) cents per employee hour worked to the Union's Education and Training Trust Fund. Such payment will be forwarded to the UFCW Education Training and Trust Fund within twenty-one (21) days following the end of the Company's four (4) or five (5) week accounting period.

ARTICLE 45 DURATION OF AGREEMENT

45.01 This Agreement shall be in effect from the 1st day of April, **2020**, and shall remain in effect until March 31st, **2023**, and thereafter from year to year, but either party may not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

45.02 When the required notice for termination or revision is given by either party, negotiations in connection with same shall be started as soon as reasonably possible and conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE COMPANY:

APPENDIX "A"

WAGE SCHEDULE

A-1 Classifications

	Current	April 1, 2020 2.5%	April 1, 2021 2.5%	April 1, 2022 2.5%
<u>Casual</u>	18.33	18.79	19.26	19.74
<u>Warehouse</u>				
Start	25.85	26.50	27.16	27.84
One Year Experience	26.99	27.66	28.36	29.07
Two Years' Experience	27.43	28.12	28.82	29.54
Three Years' Experience	29.24	29.97	30.72	31.49
<u>Transfer Facility</u>				
Start	24.67	25.29	25.92	26.57
Level I	26.21	26.87	27.54	28.23
Level II	27.28	27.96	28.66	29.38
Level III	28.44	29.15	29.88	30.63
Level III Plus One Year Experience	29.58	30.32	31.08	31.85
<u>Production</u>				
Labour	20.21	20.72	21.23	21.76
Start	25.20	25.83	26.48	27.14
Level I	26.73	27.40	28.08	28.79
Level II	27.70	28.39	29.10	29.83
Level III	28.57	29.28	30.02	30.77
Level III Plus One Year Experience	29.58	30.32	31.08	31.85
<u>Refinery</u>				
Labour	20.21	20.72	21.23	21.76
Start	25.20	25.83	26.48	27.14
Level I	26.73	27.40	28.08	28.79
Level II	27.70	28.39	29.10	29.83
Level III	28.57	29.28	30.02	30.77
Level III Plus One Year Experience	29.58	30.32	31.08	31.85

Extraction (Excluding Refinery) & Fully Trained in Extraction

Level III Plus One Year Experience	29.65	30.39	31.15	31.93
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Grain Buyers

Start	26.91	27.58	28.27	28.98
One Year Experience	29.14	29.87	30.62	31.38
Two Years' Experience	30.17	30.92	31.70	32.49

Laboratory

Laboratory Assistant	23.47	24.06	24.66	25.27
Production Technician	28.57	29.28	30.02	30.77
One Year Experience	29.72	30.46	31.22	32.01
Laboratory Technician	30.37	31.13	31.91	32.71
Three Year Experience	31.37	32.15	32.96	33.78

Maintenance

Maintenance Labourer	20.76	21.28	21.81	22.36
One Year Experience	22.47	23.03	23.61	24.20

Maintenance Worker

One Year Experience	27.79	28.48	29.20	29.93
1st Year Apprentice	28.29	29.00	29.72	30.47
2nd Year Apprentice	25.75	26.39	27.05	27.73
3rd Year Apprentice	27.45	28.14	28.84	29.56
4th Year Apprentice	29.37	30.10	30.86	31.63
	31.39	32.17	32.98	33.80

Journeyman Industrial

<u>Mechanic</u>	41.48	42.52	43.58	44.67
One Year Experience	43.96	45.57	47.22	48.92

Journeyman Electrician

One Year Experience	43.90	45.00	46.12	47.28
	46.53	47.69	48.89	50.11

Power Engineer 4th Class

	30.61	31.38	32.16	32.96
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A-1.02 The Company may under special circumstances pay a rate higher than the hiring rate for casual employees who are hired for special projects, summer shutdown, and other short-term requirements in order to acquire the necessary skilled manpower, who may or may not possess journeyperson tickets.

The applicable Journeyperson start rate will be waived if:

- (a) An employee has at least one year experience in the Maintenance department when they receive their Journeyperson ticket or;
- (b) An employee who is hired or re-hired for the annual shut-down has accumulated 2080 hours (equivalent to one year experience)

A-1.03 **Experience Level Scale Progression**

Experience levels will be paid to permanent full-time employees where one calendar year equals one year (level) and to permanent part-time employees where 2,080 hours worked equals one year (level). Permanent part-time employees will progress up the scales to a maximum of the level one rate.

A-1.04 When a permanent part-time employee moves to permanent full-time in their primary seniority area and they have been in the position for a minimum of one (1) year with two thousand and eighty (2,080) hours of operating in the position, the employee will immediately move to the next level of pay.

A-2	Shift Differential	Apr.1/20	Apr. 1/21	Apr. 1/22
	4:00 p.m. – Midnight	\$0.90/hr	\$0.90/hr	\$0.90/hr
	Midnight - 8:00 a.m.	\$0.90/hr	\$0.90/hr	\$0.90/hr
	12 Hour Night Shift	\$1.45/hr	\$1.45/hr	\$1.45/hr

Shift differential payable only on hours worked.
Shift differential not included for overtime calculations.

A-3 Retroactive Pay

All employees in the bargaining unit shall receive full retroactive pay to April 1st, **2020**, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within **thirty (30) calendar days** following the date of ratification of this Agreement and shall be issued to each employee on paycheques that are separate and apart from the employee's normal earnings.

A-4 Dual Ticketed Journeyperson Premium

Bargaining Unit employees who possess and perform duties under both Journeyperson Electrician and Journeyperson Industrial Mechanic classifications will receive a premium pay of one (\$1.00) dollar per hour over and above the appropriate Journeyperson rate of pay for all hours worked or paid.

APPENDIX "B"

HEALTH AND WELFARE BENEFITS

B-1.01 A general description of the Health and Welfare benefits, terms and conditions, is as follows.

B-1.02 It is a condition of employment that all full-time employees participate in the Group Insurance Plan described under this appendix.

B-1.03 Regular part-time employees will be eligible to participate in the Group Life Insurance Program, and the Company Pension Plan, subject to the following conditions:

- (a) Approval of part-time eligibility to participate in the Pension Plan, and Group Life Insurance Plan, is received from the Pension Plan Actuary, the Pension Committee, and Provincial Pension Authority, and the Insurance Company, respectively.
- (b) Permanent part-time employees would be eligible to participate in the Pension Plan after completing 520 hours of work with the Company, and in the Group Life insurance after completing 1040 hours works.
- (c) Permanent part-time employees who become eligible to participate in the Pension Plan, and Group Life Insurance Plan, must participate as a condition of employment.
- (d) The Group Life Insurance Benefit for permanent part-time employees will be based on the employee's earnings in the previous calendar year, subject to approval of the Insurance Company. Regular part-time employees are also entitled to the following benefit coverage after 1,040 hours of work with the Company, provided that in the previous calendar year they have worked an average of thirty (30) hours per week:
 - Long Term Disability - Pro-rated on full coverage
 - Short Term Disability - 75% coverage
 - Dental Plan - 75% coverage
 - Medical - 75% coverage

All part-time employees who have completed 2,080 regular hours of work in a 18 consecutive month period with the company will be covered at 100% coverage of the items listed above.

B-1.04 Employees will be provided with written information about changes to Health and Welfare Benefits within a month of when changes occur. In addition all

employees and the Union Representative will be provided with current benefit booklets within six (6) months of ratification and at any time that an updated booklet is produced.

B-2 Paid-Up Certificates

The Company agrees to provide a \$2,500 paid-up certificate upon the employee's retirement or on his/her attaining age 55, whichever occurs first. **This certificate benefit will be administered per the benefit booklet provided to the employee.**

B-3 Short Term Disability

- (a) Employees shall receive payment after twenty-four (24) hours of illness up to one hundred and seventy-six (176) working hours. Application for short term disability benefits must be supported by a doctor's certificate that is reasonable and verifiable and will be subject to the employee's compliance with a return to work and modified work program that is consistent with the employee's restrictions as detailed by the attending medical doctor. The requirement for a doctor's certificate may be waived at the discretion of management for the first day of the absence. The cost of all medical notes requested by the Company shall be reimbursed to the employee by the Company.
- (b) Employees shall be paid from the first day of illness subject to the following conditions:
 - 1. illness or injury resulting in hospitalization
 - 2. an employee receives day surgery
 - 3. Pre-notice is given in writing from the employee's doctor
 - 4. at the supervisor's discretion
- (c) Employees eligible for Workers Compensation benefits are not eligible for benefits under this plan.
- (d) Sick leave credits are earned at the rate of 1.25 working days per month of continuous full-time employment, to a maximum of one hundred and seventy-six (176) working hours. Sick leave credit accumulation during the probationary period will be recognized upon successful completion of the probationary period.
- (e) Once an employee has earned one hundred and seventy-six (176) working hours' credit, no further credits are required for full coverage under the Short-Term Disability plan.

(f) Sick leave usage is not deducted from accumulated sick leave credits.

(g) **Paid Sick Time**

Employees will accumulate sick leave credits at the rate of four (4) hours for every one hundred and seventy-six (176) hours worked to an annual maximum of thirty-six (36) hours. It is understood that these credits will be part of and not in addition to the credits detailed in the current B-3 (d). In an employee's first twenty-four (24) hours of injury or illness, sick time with pay can be taken only if sick time credits exist in the employee's sick leave bank. When sick time credit is spent, it must be re-accumulated, but will not exceed thirty-six (36) hours. The maximum numbers of working hours an employee is entitled to receive in sick time per calendar year is thirty-six (36) hours.

B-4 Pension Plan

(A) The Company will provide a Pension Plan as described in the Bunge Canada 1977 Pension Plan Booklet that will be available to all eligible employees. Eligible employees will be unionized employees hired prior to date of ratification. Employees eligible to join Pension Plan 1977 may elect to join Pension Plan 1977 upon completion of ninety (90) days' continuous service. However, employees must join the Pension Plan upon completion of twelve (12) months' continuous service as a condition of employment.

All current members of Pension Plan 1977 and those employees currently in the waiting period to be members of Pension Plan 1977 on the date of ratification will remain members of Pension Plan 1977.

The Company will post annually the percentage amounts to be deducted by both the Active Member and the Company from each paycheque. The Company will also provide a sample calculation on how this percentage had been calculated. A copy will also be provided to the full time Union Representative.

(B) Effective date of ratification, all new full-time employees will be part of the Bunge Canada Defined Contribution Pension Plan following a one (1) year waiting period.

The Defined Contribution Benefit Plan is comprised of two (2) components. The first component is a non-contributory employer paid pension plan. The second component is a Group Registered Retirement Savings Plan (GRRSP).

APPENDIX "C"

APPRENTICESHIP PROGRAM GUIDELINES

C-1.01 The purpose of the Apprenticeship Program is to provide a means of training and developing tradespersons of the highest calibre for Bunge Canada, further to provide an environment and incentive that will assist employees to achieve their maximum potential.

C-1.02 The Program will cover trades designated as necessary by the Company. Whether or not to employ the use of apprentices for any trade, the number of apprentices required for each trade and the number of apprentices at each level within each trade shall be determined by the Company.

C-1.03 Standards for entry in the Program shall be determined by the Company in accordance with the provisions of Article 29, Promotions and Vacancies, with the clear understanding that successful applicants must have demonstrated trade specific aptitude in their previous work and must pass an aptitude test that is prepared and conducted by the Company. Any preliminary tests conducted by the Company shall only be in relation to the employee's aptitude for the particular trade.

C-1.04 Any Company conducted interviews or testing in relation to an employee's entry into the Apprenticeship Program or interviews while in the Program will be done on Company time with no loss of pay.

C-1.05 The Company and each accepted applicant shall sign an apprenticeship contract in the form provided by Manitoba Apprenticeship and Trade Qualifications Board, provided that where the terms of the contract provided by the Manitoba Apprenticeship and Trades Qualifications Board differ from the terms set out in this Article, the terms of this Agreement shall govern.

C-1.06 Employees entered into the Program will enter into an apprenticeship probationary agreement with the Company for a period of six (6) months. This agreement will be registered with the Manitoba Apprenticeship and Trades Qualification Board. If at the end of the six (6) month probationary period both the employee and the Company are satisfied to continue the agreement of apprenticeship, a contract or indenture will be made and registered with the Manitoba Apprenticeship and Trade Qualifications Board.

C-1.07 The six (6) month period shall start at the time the employee is transferred into the Program. However, the transfer will take place as soon as reasonably possible after being awarded the job.

C-1.08 Subject to management's right to determine the total number of employees in the Maintenance Department and the number of licensed employees in the Maintenance Department and the number of non-licensed employees in the Maintenance Department, those non-licensed employees currently in the Maintenance Department who choose not to participate in the Apprenticeship Program will not be denied promotion, laid off or terminated as a result of the Company posting an opening in the Apprenticeship Program.

C-1.09 The rates of pay for the four levels of Apprenticeship qualification will be as detailed in Appendix "A" Wage Classification of this collective agreement.

C-1.10 The basis of the pay schedules detailed in the Wage Classification, Appendix "A" of this collective agreement is that after the introductory period (Apprentice 1 Level) an apprentice will only move to the next pay rate after having successfully completed the course as prescribed by the Manitoba Apprenticeship and Trades Qualifications Board. In the event the employee attends school before their apprenticeship anniversary date and passes, they shall only receive the increased rate when they have the required time; and, conversely, if the employee attends school after their apprenticeship anniversary date, they shall be paid retroactively to their anniversary date upon successfully completing school.

C-1.11 The Company shall as soon as reasonably possible, schedule an approved leave of absence for an apprentice to go to the appropriate technical institution as approved by the Manitoba Apprenticeship and Trades Qualifications Board.

C-1.12 An apprentice may be removed from the training program by the Company or upon request of the employee and have their apprenticeship contract cancelled at any time during the six (6) month probationary period. If they were a member of the Bargaining Unit prior to their entrance into the Apprenticeship Program, they shall be allowed to return to and retain their regular rate of pay from their former permanent position and classification.

C-1.13 No employee will be removed from the Apprenticeship Program without good and sufficient cause.

C-1.14 In the event of an employee being removed from the Apprenticeship Program after completion of the six (6) month apprenticeship probationary period, the employee agrees to accept any position offered by the Company. At the Company's discretion, and if available, more than one position from which to choose may be offered. If no vacancy is available, the employee will be placed on the recall list and recalled as per Article 30 – Layoff and Recall from layoff.

C-1.15 Employees will be paid the journeyperson rate of pay when they successfully complete the apprenticeship program and/or present their certificate to the Plant Manager.

C-1.16 There will be a one thousand **two hundred fifty (\$1250)** dollar bonus at the completion of each stage of the Apprenticeship Program. Eligibility is subject to a seventy (70%) percent course average and a ninety-five (95%) percent attendance record. In addition, the Company will provide a one-time payment of **five hundred fifty (\$550)** dollars for the purpose of purchasing books necessary for participation in the Apprenticeship Program.

C-1.17 Apprenticeship graduates will be required to reimburse the Company for the amount of apprenticeship allowance monies paid by the Company to the apprenticing employee as follows:

Apprenticeship Monies Reimbursed:	If the Employee leaves Bunge in the following timeframe:
All monies	Within 1 year of program completion
½ of all monies	Within 1 to 2 years of program completion

EXHIBIT ONE

TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the United Food & Commercial Workers Union, Local 832, and Bunge Canada contain the following statements:

"All employees shall become Union members in good standing, and shall as a condition of employment maintain union membership. All new employees hired after the date of signing of this Agreement shall, as a condition of employment, become Union members within thirty (30) days of the date of employment and shall, as a condition of employment, remain Union members in good standing. The term hired or rehired shall not apply to employees on layoff."

"The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union as per Articles "Union Shop" and "Deduction of Union Dues" of the Collective Agreement.

Please complete a Membership Application immediately (sample below) and return it to your Employer so they can forward it to the UFCW, Local 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada			CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (MM/YY)	LOCAL UNION NO.	
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE	
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (MM/YY)			I hereby authorize the use of my S.I.N. for identification purposes and to verify union dues received and make payments to me as appropriate (Cross out if you do not agree)	
ORGANIZATION	TELEPHONE	DOWNTOWN		FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> OTHER <input type="checkbox"/>		
I declare my membership for membership in the United Food & Commercial Workers International Union and accept the above statements set out. I agree that all monies paid by me shall be for the benefit and maintenance of the Union. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances and other matters relating to my employment through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures to ensure privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has a commitment from third parties that receive personal information from the Union that such information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes stated above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.						
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE		
X						

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-3633 or 1-888-832-6832.